

November 29, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #3 to the Financial Consulting Service Contract with
David Paul Rosen & Associates (DRA) for financial advisory services**

Purpose/Outcomes	Approval of Housing Authority of Clackamas County (HACC) – David Paul Rosen & Associates (DRA) Financial Consultant Services 2018 Scope of Services and Budget. The Third Amendment amends the Scope of Work to include additional items, clarifies contract term language, and increases the contract amount by \$70,000.
Dollar Amount and Fiscal Impact	\$70,000 for a new contract Total of \$483,000.
Funding Source(s)	Housing Authority of Clackamas County No County General Funds
Duration	1-1-2017 through 3-3-2019
Previous Board Action	Amendment #2 was approved on 2/9/17
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Sustainable and Affordable Housing
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	H3S Contract #7637

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests approval to execute Amendment number three (3) to a Financial Consulting Service Contract with David Paul Rosen & Associates (DRA).

DRA provides HACC with a range of financial advisory services for assessment of, and strategic business and financial planning for HACC to manage its portfolio of public housing, Low Income Housing Tax Credit (LIHTC) housing and special needs housing to assure its appropriate reinvestment, rehabilitation and if appropriate its redevelopment. DRA also provides, if needed, market real estate and demographic analysis for HACC as required for affordable housing development and/or financing supported by the Authority.

DRA will be performing 4 tasks for the HACC. They are as follows:

1. HACC Public Housing Revitalization Master Plan – Will assist with the development of a master plan for revitalization and redevelopment of its public housing portfolio.
2. Hillside Manor Financial and Development Advisory Services – continuation of financial and development of advisory services for the Hillside Manor project
3. Pedcor (Rosewood Terrace) Transaction Assistance - continuation of financial and development of advisory services for the Pedcor Rosewood Terrace project

4. Predevelopment Services for Additional Project – Provides development and financial advisory services of a project in addition to Hillside Manor such as Hillside Park that will likely start construction in 2019.

HACC and DRA have been under contract since March 3rd, 2016. The Third Amendment amends the Scope of Work to include additional items, clarifies contract term language, and increases the contract amount by \$70,000.00, bringing the total not to exceed sum to four hundred eighty three thousand dollars (\$483,000.00). The additional Scope of Work continues through March 3, 2018.

This has been approved by County Counsel on November 14, 2018.

RECOMMENDATION:

Staff recommends the Board approve Amendment #3 and staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

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CONTRACT AMENDMENT #3

This Contract Amendment #3 is entered into by and between David Paul Rosen & Associates (“Contractor”) and the Housing Authority of Clackamas County (“HACC”) and it shall become part of the contract entered into by and between the parties on March 3, 2016, described as contract number c002-16 (“Contract”).

The Purpose of the Amendment #3 is to authorize performance of additional financial consulting services, and to increase the maximum compensation permitted under the Contract by an additional \$70,000.00 for performance of those services.

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, Statement of Work, is hereby amended as follows: the Contractor shall perform the work described in the Revised Scope of Services for 2018, attached hereto as **Exhibit A** and incorporated by this reference herein.
2. Article 2, The Contract Price, is hereby amended as follows: The PHA shall pay the Contractor for the performance of the work described in the Revised Scope of Services for 2018, Exhibit A, according to the fee schedule included therein. Additional compensation is authorized in the amount not to exceed \$70,000.00. The total contract price shall not to exceed the sum of \$483,000.00. The following table summarizes the amendments to the Contract Price of the Contract:

Original Contract	\$ 135,000.00
Contract Amendment #1	\$ 13,000.00
Contract Amendment #2	\$ 265,000.00
Contract Amendment #3	\$ 70,000.00
Total Amended Contract	\$ 483,000.00

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

(Signature Page to Follow)

**DEVELOPMENT FINANCIAL CONSULTANT – PROJECT #16001 for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045**

David Paul Rosen & Associates

(Contractor)

(Authorized Representative's Signature / Date)

David Rosen Principal

(Authorized Representative's Name / Title - Print or Type)

94-2981032

(Federal I.D. Number)

130 Broadway, Suite 937, Oakland, CA 94612

(Business Address - Street, City, State, Zip)

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

Exhibit A.1
2018 Scope of Services
David Paul Rosen & Associates (DRA)
Housing HACC of Clackamas County (HACC)
Contract No. c002-16
Contract Amendment # 3
Project #16001

Scope of Services

Through Calendar Year 2018, ending March 3, 2019, DRA will provide HACC with a range of financial and development advisory services. These include assessment of, and strategic, business and financial planning for HACC to revitalize its portfolio of public housing, Low Income Housing Tax Credit (LIHTC) housing and special needs housing, to assure its appropriate reinvestment, rehabilitation and redevelopment. DRA will also provide HACC financial advisory services required to assess HACC's capacity to serve as developer of affordable housing directly, through its affiliates, and/or in joint ventures with third-party developer partners. DRA will provide HACC with financial advisory services needed to analyze the financial, economic and development feasibility, and compliance with the requirements and competitive criteria of leverage sources of funding, both public (HUD and other) and private sector, of developer proposals for financial assistance from HACC. DRA will provide policy, development and financial advisory services required under HUD finance opportunities for transformation of HACC's public housing portfolio, including but not limited to RAD, Section 18, Project-Based Vouchers, Section 108 Loan, FHA, Low Income Housing Tax Credits (LIHTC), Oregon Affordable Housing Tax Credits (OAHTC), private activity bonds, Oregon Housing and Community Service (OHCS programs), prospective bond proceeds from a tri-county voter approved measure, energy efficiency and other programs.

DRA may also provide market real estate and demographic analysis for HACC as required for affordable housing development and/or financing supported by the HACC.

Below are Tasks DRA will undertake, for the completion of the Calendar Year 2018 work program, with associated cost estimates. Actual costs incurred may vary between Tasks, but will not exceed annual budget caps for 2018, inclusive of remaining 2018 budget contract authority as approved through Amendment # 2 to Contract No. c002-16.

Additional tasks for DRA to undertake may be specified in periodic emailed memos between HACC and DRA, constituting notices to proceed, within the overall budget HACC of this Contract. All tasks will be conducted on a time and expense basis, based DRA's 2018-2019 Professional Fee and Expense Schedule (Exhibit F).

CALENDAR YEAR 2018 CONTINUING TASKS

Task 1: Update HACC Public Housing Revitalization Master Plan and Capital Plan

Building upon DRA's prior and ongoing assessment of HACC's financial condition and organizational capacity, and using DRA's capital plan model developed in 2016, DRA will assist HACC in developing a master plan for revitalization and redevelopment of its public housing portfolio. The master plan will seek to maintain and improve HACC's ability to satisfy financial guarantee requirements of lenders and LIHTC investors and meet minimum qualification requirements of the Oregon Housing and Community Services and HUD in order to qualify for allocations of LIHTCs, RAD and other funding sources.

DRA will refine estimates of project gap financing requirements for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park, redevelopment of Hillside Manor (HM), disposition, site acquisition and redevelopment of Oregon City View Manor (OCVM) and Clackamas Heights (CH), as well as other contemplated projects over the next three to five years, with and without the availability of RAD financing and using Section 18. These include CH, OCVM, HP, HM View Manor, and the scattered site public housing HACC portfolio. Based on a comparison of estimated rehabilitation costs of HACC's public housing portfolio with available conventional public housing resources (operating and capital funds, Project-Based Vouchers, RHFF, tenant rents and others), DRA will estimate the shortfall in internal resources relative to these needs. This will provide a preliminary understanding of the financing gap that HACC will need to address through mixed-finance development strategies that use RAD, Section 18 financing, LIHTCs and other State, local and private resources.

In support of these objectives, DRA's services may include:

- Establish a master plan strategy for revitalization of HACC's public housing properties (HP, HM, CH, OCVM, Scattered Sites) that may include demolition and new development on some sites and disposition of others based on an assessment of market land values and disposition opportunities, site development and leveraged financing opportunities and constraints, community issues, and other relevant factors determined in conjunction with HACC staff.
- Develop a strategy for the scattered site units, which may include disposition of these units under a Section 18 disposition and/or RAD financing program for revitalization, disposition and/or redevelopment of HACC public housing. Determine potential disposition development and financing options, capital requirements, proceeds to HACC, and valuation. Identify a priority list of sites for disposition based on a comparison of the valuation, market potential and physical rehabilitation needs of various sites.

- Determine the financing and ownership structure for a new project that may be ready to begin construction in 2018 (with transactional services to be continued in Task 4).
- Determine HACC's development role and HACC ownership entity (e.g., general partner, co-general partner, guarantor, lender and others) for each public housing redevelopment project, and its component parts based on the ongoing assessment of HACC's financial capacity
- Update the 2016 Capital Plan to include updated financial strategies and funding gap estimates for projects anticipated over the next five years. The Capital Plan will serve as a rolling projection of income, expenses, net development revenues and time frames for revitalization of HACC public housing assets, and for development of other affordable housing projects as opportunities and financing allow.

Estimated Cost of Additional 2018 Task 1 Services: \$15,000

Task 2: Hillside Manor Financial and Development Advisory Services

This task consists of continuing transactional financial and development advisory services to HACC for the Hillside Manor project.

These services may include but not be limited to:

- Refine Hillside Manor financing structure and pro forma for RAD and 4% or 9% LIHTC, OAHTC and OHCS Preservation funds. Prepare correspondence and other documentation as needed to OHCS.
- Prepare if needed an alternative financial structure and pro forma without RAD, utilizing LIHTCs, energy credits other funding sources as available.
- Assist in follow up, and if needed subsequent application, to OHCS for LIHTC allocation of 9% and/or 4% credits, OAHTC, and OHCS Preservation funds.
- Prepare and provide assistance with oversight of a critical path schedule for predevelopment through loan closing, construction and permanent loan conversion.
- Advise on the qualification and selection of development team members, such as the architect, engineer, contractor and third-part consultants.
- Assist with other issues including but not limited to environmental, relocation, property management and community involvement.
- Assist in securing construction financing and LIHTC equity investor through bid process, review and analysis of terms, conditions and pricing, to minimize HACC gap financing requirements and maximum current payment of developer fee, reimbursement of predevelopment expenses, and achieve project costs, target rent and income levels, structural and energy efficiency improvements.
- Assist as needed in development services with all financing partners and HACC outside and in-house legal team.

Estimated Costs for Additional 2018 Task 2 Services: \$30,000

Task 3: Pedcor (Rosewood Terrace) Transaction Assistance

This task consists of post-closing transactional financial and development advisory services to HACC for the Pedcor Rosewood Terrace project.

These services may include:

- Construction draw process oversight, including review of monthly draws and basis-eligible costs, review of cost certification and 8609, and satisfaction of financing requirements to convert from construction sources to permanent sources.

Estimated Cost of Additional 2018 Task 3 Services: \$5,000

Task 4: Predevelopment Services for Additional Projects

DRA will provide development and financial advisory services on the predevelopment of one or more projects in addition to a residential behavioral health project, HM, such as HP, OCVM, Holcomb, Clackamas Heights (CH), that may start predevelopment in 2018 and/or 2019. The goal is to have HACC or its affiliate serve as sole general partner. Depending upon financing sources and the requirements of lenders, investors and possibly HUD, it may be necessary for HACC to secure a development partner.

Predevelopment services may include:

- Prepare development and operating pro formas under one or more project financial structures and development prototypes under current market conditions and relevant underwriting standards. Key assumptions include construction hard costs, developer fee, general partner and limited partner asset management fee, rents, operating costs, replacement reserves, cash flow, residual receipts sharing, Low Income Housing Tax Credit projected pricing and underwriting for all debt and equity, including the interest rate, terms and conditions.
- Assess the availability of proposed financing sources and the proposed project's competitiveness to secure these financing sources.
- Prepare and overseeing a critical path schedule for predevelopment through loan closing, construction and permanent loan conversion.
- Advise on the qualification and selection of development team members, such as the architect, engineer, contractor and third-party consultants.
- Assist with other issues including but not limited to environmental, relocation, property management and community involvement.

Prepare financial analysis and memorandum outlining findings and recommendations of the analysis.

Estimated Cost of Additional 2018 Task 4 Services: \$20,000

Not Exceed Additional Budget HACC for:

Remaining Calendar Year 2018: \$ 70,000*

Total 2018: \$ 70,000*

*Does not include additional \$25,000 for Hillside Manor advisory services paid from Metro Planning Grant, and does not include remaining contract budget authority for 2018 from Contract No. c002-16 Amendment No. 2. Unexpended Calendar Year budget authority may be carried over to Calendar Year 2019 Activities. By email the HACC Executive Director or his designee may reassign budget authority among tasks, within the budget cap.



DAVID PAUL ROSEN & ASSOCIATES
DEVELOPMENT, FINANCE AND POLICY ADVISORS

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Lafayette, California 94549
tel: 510.451.2552
fax: 510.451.2554
admin@draconsultants.com
www.draconsultants.com

David Paul Rosen & Associates 2018-19 Professional Fee and Expense Reimbursement Schedule

Principal I	\$360
Principal II	\$330
Senior Associate	\$310
Associate	\$275
Research Associate I	\$245
Research Associate II	\$240
Data Entry, Word Processing, Administrative Assistance and Accounting	\$115

The following costs are reimbursable expenses with supporting receipts:

- Mileage at the equivalent of the then current federal mileage reimbursement rate; tolls
- Round-trip coach airfare, as mutually agreed by client and consultant
- Ground expenses: rental cars, parking, cabs and other
- Meals and lodging
- Long-distance telephone charges, facsimile charges and expedited courier service
- Copying and production charges
- Data service charges
- Supplies, as required for deliverables.

A 1.75% per month surcharge will be added to any invoice that is unpaid 30 days after the original date of the invoice. DRA will increase its Professional Fees on January 1, 2020, and will notify its clients in writing of this change.

November 29, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a construction contract with North Pacific Construction & Remodeling, Inc. for
the repair and modernization of a Public Housing duplex

Purpose/Outcomes	Approval of contract with North Pacific Construction & Remodeling for the repair and modernization of a Public Housing duplex following a fire
Dollar Amount and Fiscal Impact	Not to Exceed sum of \$325,000.
Funding Source	U.S. Department of Housing and Urban Development (HUD) Federal Capital Grant Funds - No County General Funds are involved
Duration	December 3, 2018 – March 4, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	9090

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to execute a contract with North Pacific Construction and Remodeling, Inc. for the repair and modernization of a Public Housing duplex that was severely damaged due to a fire.

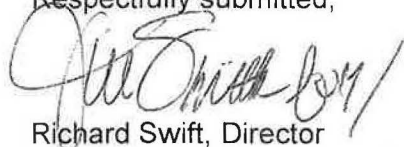
HACC was notified that the unit was destroyed by a fire. After negotiating with the insurance company a scope of work and estimate was issued. Once issued HACC publically advertised for bids to repair and bring the unit back to its original condition with new energy efficient materials. Once the duplex is repaired and modernized, HACC will move the family back into their unit and find a new family to place in the other unit. Repairs and modernization will also help HACC to maintain its High Performer status.

North Pacific Construction & Remodeling, Inc. was selected through a competitive Invitation for Bids process. The scope of work includes sheetrock, insulation, full siding, window replacement, plumbing fixtures, electrical fixtures, cabinets, flooring, roofing and new driveway. County Counsel reviewed and approved the contract to form.

RECOMMENDATION:

Staff recommends the approval of the contract with North Pacific Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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FORM OF CONTRACT
PROJECT #18010
Contract #c022-18; H3S Contract #9090

THIS AGREEMENT made this 14 day of November in the year 2018 by and between **NORTH PACIFIC CONSTRUCTION & REMODELING, INC. (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 required for **MODERNIZATION OF JERSEY**, a prevailing wage project, #18010, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

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 three hundred twenty five thousand dollars (**\$325,000.00**).

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the Modernization of Jersey. Time is of the essence.

- A. START DATE: December 3, 2018**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: March 4, 2019**

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.

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

ARTICLE 5. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

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. 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.

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.

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;

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
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- 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. 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) **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

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- (5) **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.
- (6) **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.
- (7) **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.
- (8) **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.
- (9) **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.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

**North Pacific Construction & Remodeling,
Inc.**

(Contractor)


(Authorized Representative's Signature / Date)

Louis Woosley, President

(Authorized Representative's Name / Title - Print or Type)

93-1035901

(Federal I.D. Number)

**16835 S. Cliff View Drive, Oregon City, OR
97045**

(Business Address - Street, City, State, Zip)

HOUSING AUTHORITY OF

CLACKAMAS COUNTY BOARD

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing & Human Services Department

MODERNIZATION OF JERSEY – PROJECT #18010
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

(State of Oregon CCB License Number)

CERTIFICATION

I Louis Woosley
certify that I am the President
at the corporation named as Contractor herein, that Louis Woosley
who signed this Contract on behalf of the Contractor, was then President
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.

(Corporate Seal)

Louis Woosley 11-14-18
(Authorized Representative's Signature / Date)

Louis Woosley, President

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

November 29, 2018

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Assistants

Adoption of Board Order Delegating Contract Signing Authority

Purpose/Outcomes	Delegate limited contract signing authority to certain positions not included in current LCRB Rule C-05-0100.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	These items were presented to the Board of County Commissioners at a duly noticed policy session held on November 6, 2018
Strategic Plan Alignment	Build Public Trust Through Good Government
Contact Person	Andrew Naylor, Assistant County Counsel; 503-742-4623
Contract No.	N/A

BACKGROUND:

The Board of County Commissioners (Board) has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-05-0100. However, due to certain omissions, changes in position titles, and other issues, the current list does not include a delegation by the Housing Authority Board of Commissioners (HACC).

The proposed Board Order updates the current contract signing authority delegation list to include the Executive Director of the Housing Authority.

A policy session on these issues was held on November 6, 2018 before the Board. At that session, the Board considered larger questions of how the County might restructure signing authority. However, while those larger discussions are ongoing, County Counsel proposed, and understood the Board as agreeing, to draft orders that addressed the more immediate issues associated with contract signing authority.

Attached is County Counsel's proposed Board Order updating the contract signing authority delegation with respect to the HACC. This proposed Order does not alter the County's current practice. It is intended solely to update position names and to otherwise maintain the status quo. Discussions of larger changes to the County's contract signing authority structure are ongoing and will proceed independent of the proposed Order.

RECOMMENDATION:

Staff respectfully requests that the HACC Board adopt the proposed Order.

Respectfully submitted,



Andrew Naylor
Assistant County Counsel

Attachments:
Proposed Board Order

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

In the Matter of Limited Delegation
of Contract Signing Authority



Board Order No. _____

Whereas, the Board of Commissioners for the Housing Authority of Clackamas County (the "Board") has authority to sign all contracts, contract amendments, and renewals; and

Whereas, the Board has determined it is necessary to delegate limited contract signing authority to certain positions described herein;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The following officers and employees of the Housing Authority of Clackamas County holding the positions listed below have authority to sign Contracts with a value not to exceed a total of \$150,000 in the aggregate for any one project or for any one contractor in a fiscal year:

Housing Authority of Clackamas County Executive Director

2. The officers and employees listed above also have authority to sign Contract amendments or renewals if the amendment does not exceed 10% of the original Contract amount or \$150,000 for the entirety of the term of the Contract, whichever is less.
3. As used herein, "Contract" shall be defined as set forth in the Local Contract Review Board Rules, Rule C-046-0110.

DATED this ____ day of _____, 2018

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

Chair

Recording Secretary