

January 23, 2025

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with Clackamas County for payments for the delivery of housing and homeless programs and services. Agreement Value is \$30,775,472.96 for 5 years. Funding is through Metro Supportive Housing Services Funds, Oregon Housing and Community Services and the U.S. Department of Housing and Urban Development. No County General Funds are involved.

Previous Board Action/Review	Supportive Housing Services Revenue Sharing Agreement #10244, July 15, 2021, 202107. 1.2 Adoption of the 2024-25 County Budget, June 20, 2024, Agenda Item 202406.20 XI. A Adoption 2024-25 Housing Authority Budget, June 20, 2024, Agenda item 202406.20 II.A		
Performance Clackamas	1. This funding aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes, Amanda Keller	Procurement Review	No
Contact Person	Shannon Callahan	Contact Phone	971-480-0189

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC), a component unit within the Housing and Community Development Division of the Health, Housing and Human Services Department, is requesting approval of an Intergovernmental Agreement (IGA) with Clackamas County to facilitate payments between the two entities for the delivery of housing and homeless programs and services.

As separate legal entities, a formal agreement is needed between the Housing Authority and Clackamas County to memorialize respective responsibilities and facilitate payments between the parties.

Following the passage of the Supportive Housing Services (SHS) Measure in May 2020, an IGA was executed between the Housing Authority and Clackamas County in July 2021 that allowed the transfer of SHS funds to HACC to administer the SHS program. The County planned, at that time, for HACC to be the primary administrator of SHS programs and services.

Since then, the County formed the Housing and Community Development Division within H3S to consolidate the administration of the County’s growing housing and homeless services programs under the purview of a single division. The Housing and Community Development Division now holds primary responsibility for the administration of SHS-funded programming, with HACC holding responsibility for specific aspects, including the Regional Long-term Rent Assistance (RLRA) program. Similarly, the County has

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received new funding from the State of Oregon as part of the Governor's emergency orders on homelessness. HCDD holds primary responsibility for the administration of these funds and HACC administers a piece of the programming, the new state-funded Long-term Rent Assistance (LTRA) program.

With these changes, H3S is initiating a new IGA between the County and HACC to replace the SHS-specific IGA executed in July 2021. The new IGA outlines the roles and responsibilities of the parties for the broader administration of housing-related services. It contains a Scope of Work outlining the details of specific programs carried out by each party and an Annual Budget detailing the allocation of resources to fund those programs. This new IGA will provide more specificity and transparency as to the activities being carried out by each entity.

The term of the IGA is for five years, ending on June 30, 2029. Each year, the parties will agree to a new Scope of Work for their respective services and an Annual Budget for the respective costs of the programs and services to be provided by each party. The Board of County Commissioners and the Board of HACC will be presented with the Scope of Work and Annual Budget for their approval each year.

The Scope of Work for the Fiscal Year 2024-25 includes the administration of the SHS-funded Regional Long-Term Assistance Program by HACC, the Administration of the State Funded Long Term Rent Assistance Program by HACC, the collaborative administration of Peer Support and Resident Services by the County and HACC, and Environmental Reviews done by HCDD staff at the request of HACC. The Annual Budget for Fiscal Year 2024-25 is \$30,050,409.96 for funds moving from the County to the Housing Authority and \$725,063.00 for funds moving from the Housing Authority to the County.

RECOMMENDATION: The Staff respectfully requests that the Housing Authority Board of Commissioners approve the IGA (#11979) for the provision of housing and homeless programs and services.

Respectfully submitted,



Mary Rumbaugh
Director of Health Housing and Human Services

ATTACHMENTS: HACC-County IGA for Housing and Homeless Programs and Services

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

THIS AGREEMENT (“Agreement”) is entered into and between Clackamas County (“County”), and the Housing Authority of Clackamas County (“HACC”), a municipal corporation established under the Federal Housing Act of 1937 and the provisions of Oregon Revised Statutes 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’s housing and homeless services programs are administered by the Housing & Community Development Division (“HCDD”) of the Health, Housing & Human Services Department (“H3S”). The HCDD includes programs and services administered by both the County and HACC.

The Parties desire to enter into this Agreement to facilitate payments between the County and HACC for respective costs incurred in delivering housing and homeless programs and services.

In consideration of the mutual promises set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon July 1, 2024, and shall expire June 30, 2029. The parties may extend this Agreement by execution of a written amendment on terms and conditions acceptable to both parties. The parties acknowledge that work was performed by each party prior to the execution of this Agreement. By execution of the Agreement, the County and HACC hereby approve and ratify work performed by the other in accordance with the terms of the Agreement. All previously performed work is and remains subject to the terms and conditions of the Agreement. Both parties reserve all rights, remedies, claims, and causes of action they may have with respect to previously performed work.
2. **Scope of Work.** The roles and responsibilities of HACC and the County related to the provision of housing-related programs and activities are detailed in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Scope of Work”). Each year the Parties will agree on a Scope of Work to align with an Annual Budget, as detailed below. The Scope of Work will be in a form substantially similar to Exhibit A and will be agreed upon by no later than June 30 of each fiscal year (July 1 – June 30). The Parties may, upon written agreement, amend the Scope of Work at any time.
3. **Consideration.**
 - A. Each year the Parties will agree on an Annual Budget for the respective costs of their programs and services. The Annual Budget will be in a form substantially similar to Exhibit B) and will be agreed upon and approved by formal amendment to this

Agreement no later than June 30 of each fiscal year. The Parties may, upon written agreement, amend the annual budget at any time. Formal amendment is required to increase the Annual Budget amount. The Parties will compensate each other in accordance with the Annual Budget. The Annual Budget for fiscal year 2024/25 is attached hereto as Exhibit B.

The maximum amount the Parties will compensate each other shall not exceed the Annual Budget for that fiscal year.

- B. The Parties may, through agreement in writing by the Agreement Liaisons identified in Section 9, amend the budget line-item amounts at any time and without need for a formal amendment to this Agreement, provided such amendment does not increase the not-to-exceed amounts set forth in the Annual Budget.

Funds transferred may only be used for approved costs, as described in the annual budget, and must comply with all applicable local, state, or federal laws, in addition to any funding source requirements. Further, the Parties agree that they are each responsible for ensuring that any transfers occurring pursuant to this Agreement occur in accordance with all applicable law, including, but not limited to, Oregon Local Budget Law (ORS 294.305 *et. seq.*).

- 4. **Invoices and Payments.** Each Party receiving funds shall provide the Party transferring funds such documentation, including invoices and supporting documentation, as the transferring Party may reasonably be required to remit payment and ensure funds are used for eligible purposes or to comply with the transferring Party's applicable audit or funding requirements. The Parties may, through agreement in writing by the Agreement Liaisons identified in Section 9, establish mutually agreeable payment terms at any time, provided that those payment terms comply with the relevant authority, including funding source requirements.

5. **Representations and Warranties.**

- A. *HACC Representations and Warranties:* HACC represents and warrants to the County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC, enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to HACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County, enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.**

- A. Either the County or HACC may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

- B. Either 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 sixty (60) days written notice of termination stating the effective date of the termination. If the default is of such nature that it cannot be completely remedied within the 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. Upon termination for default, each Party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
- C. The County or 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 immediately in the event the terminating Party fails to receive expenditure authority sufficient to allow the terminating 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.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.**

- A. Indemnification and Defense of HACC.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify 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 the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Indemnification and Defense of the County.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify 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. Notwithstanding the above, HACC agrees to maintain coverages that meet or exceed County's standard policies and practices with respect to the Long-Term Rent Assistance Program activities described in Exhibit A, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

- A. The Director of the Health, Housing and Human Services Department or their designee will act as liaison for County.

Contact Information:

ATTN: Director of Clackamas County Health, Housing and Human Services Department

Email: h3s-directoroffice@clackamas.us

U.S. Mail Address: 2051 Kaen Road, Suite 239, Oregon City, OR 97045

- B. The Director of the Housing Authority of Clackamas County or their designee will act as liaison for HACC.

Contact Information:

ATTN: Executive Director Housing Authority of Clackamas County
Housing Authority of Clackamas County

Email: HACCED@clackamas.us

U.S. Mail Address: 2051 Kaen Road, Oregon City, OR 97045

10. **Dispute Resolution.** In the event of a dispute, the Parties will first attempt to resolve the dispute informally at the staff level. If the Parties are unable to resolve the dispute, the Parties will escalate the dispute to each Party's Agreement Liaison. If the Parties are unable to resolve the dispute at the Agreement Liaison level, the Parties will escalate the dispute to the Clackamas County Administrator. The Clackamas County Administrator will make the final decision on the appropriate resolution of the dispute. The Clackamas County Administrator's decision is final and may not be appealed.

11. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party 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.
- 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.** Both Parties 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. Both Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, both Parties authorized representatives' access to the Records at reasonable times and places for purposes of examining and 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 Scope of Work. 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. **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.
- L. **Survival.** All provisions in Sections 5, 6, 7, 10, and 11 (A), (C), (D), (E), (F), (G), (H), (I), (J), (L), (O), (Q), and (R), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Further Assurances.** 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. Such additional documentation may include, but is not limited to, any terms and conditions required by local, regional, state, or federal fundings sources that are the source of the funds set forth in each fiscal year's annual budget. Current local, regional, state, and federal funding source terms and conditions are set forth in Exhibit C, attached hereto and incorporated by this reference herein.

- N. **Time is of the Essence.** Each Party agrees that time is of the essence in the performance 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 the County shall be held responsible for delay or default caused by events outside of their 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 its obligations under this Agreement.
- Q. **Confidentiality.** Both Parties acknowledge 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 either Party or its employees or agents in the performance of this Agreement shall be deemed confidential information of County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **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

Clackamas County

Commissioner Craig Roberts, Chair

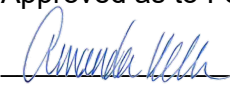
Commissioner Craig Roberts, Chair

Date

Date

Approved as to Form:

Approved as to Form:



1/8/2025
Date

Andrew Naylor via email on December 31, 2024

Exhibit A

Scope of Work

- I. **Metro Funded Regional Long-Term Assistance Program (RLRA)**: Clackamas County (County) Housing and Community Development Division (HCDD) and the Housing Authority of Clackamas County (HACC) will collaboratively administer the RLRA Program.

As the Administrator of the RLRA program, HACC will:

1. Administer the RLRA program on behalf of the County in alignment with all established Metro policies and procedures, the County's intergovernmental agreement for Supportive Housing Services with Metro, and any other applicable state and federal laws, regulations, or policies.
2. Provide appropriate staff levels to administer the RLRA program, including landlord liaison activities to meet the goals of the Supportive Housing Services (SHS) program set by the County.
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of RLRA tenants as well as process landlord incentives for eligible landlords.
4. Keep detailed and accurate records of RLRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System (HMIS) in accordance with established policies and procedures to meet data quality and timelines set by the County.
5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
6. Propose program policy changes or updates to better serve RLRA tenants and reduce barriers as in alignment with the Clackamas County Supportive Housing Services Local Implementation Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based RLRA units.
8. Abide by guidelines as outlined in the RLRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual RLRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the SHS program. The budget will include, but is not limited to:
 - a. RLRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the RLRA program goals;
 - d. Training for staff regarding the RLRA program administration, including equity and diversity trainings; and
 - e. Other administrative and program related costs and allocations to continue the successful administration of the RLRA Program.
10. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.

As a provider of supportive housing services attached to RLRA vouchers and as the funder of the RLRA rent assistance program, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of housing navigation, ongoing case management, and other wrap around services are available to meet the needs of RLRA households.
2. Maintain close communication with HACC as appropriate to ensure effective program delivery.
3. Provide RLRA Program data to Metro, as needed.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

II. State Funded Long Term Rent Assistance Program (LTRA): - Clackamas County (County) and the Housing Authority of Clackamas County (HACC) will collaboratively administer State funded Long-Term Rent Assistance Program (LTRA).

As the Administrator of the Regional Long-Term Rent Assistance program, HACC will:

1. Administer the LTRA program on behalf of the County in alignment with all established Oregon Department of Housing and Community Services (OHCS) program policies and procedures, the terms of the County's LTRA (Agreement No. 8195), including the community plan as approved by OHCS and any other applicable state and federal laws, regulations, and policies. Including but not limited to:
 - a. Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients or subcontractors) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - b. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - c. Assure that program services are available to HB 5019 populations.
 - d. Re-evaluate program participant eligibility consistent with required policy as defined in program guidance.
 - e. May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the Recipient's community plan prior to implementation.
2. Provide appropriate staff levels to administer the LTRA program
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of LTRA tenants.
4. Keep detailed and accurate records of LTRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System ("HMIS") in accordance with established policies and procedures to meet data quality and timelines set by the County. HACC agrees that all materials, information software, products, and services included in or available through OPUS, HMIS, Procorem or other agency-approved systems are provided "as is" and "as available" for use.
5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.

6. Propose program policy changes or updates to better serve LTRA tenants and reduce barriers as in alignment with the Clackamas County LTRA Community Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based LTRA units.
8. Abide by guidelines as outlined in the LTRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual LTRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the LTRA program. The budget will include, but is not limited to:
 - a. LTRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the LTRA program goals;
 - d. Training for staff regarding the LTRA program administration, including equity and diversity trainings;
 - e. Other administrative and program related costs and allocations to continue the successful administration of the LTRA Program; and
 - f. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.
10. Achieve the following performance goals as required by OHCS:
 - a. Increased housing stability as measured by the percentage of total Program participants who reside in permanent housing at time of their exit from the Program, as outlined in the Community Plan.
 - b. Admission into the LTRA Program for the specific number of households that are eligible for the program as further outlined in the approved Community Plan. Maintaining or increasing household income and benefits from all sources.
 - c. Number of households who have been enrolled in the LTRA Program and successfully maintain their housing placement for 12 months.
 - d. Percentage of households who do not re-enter into homelessness or request additional housing assistance within 12 months of exiting the Program.

As the lead for the LTRA program through contract with OHCS, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of ongoing case management available to meet the needs of LTRA households.
2. Provide LTRA Program data, as needed, to OHCS.
3. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

III. **Peer Support and Resident Services:** County and HACC will collaboratively administer Peer Support and Resident Services.

As a provider of Peer Support and Resident Services funded by the County, HACC will:

1. Provide appropriate staff levels to administer Peer Support Services through contracts with service providers and/or internal HACC staff to meet the program goals.
2. Provide appropriate staff levels to administer Resident Services through contracts with service providers and/or with internal HACC employees to meet program goals.
3. Collect participant data utilizing the appropriate software system in alignment with established policies and procedures as determined by the program funding source.
4. Set annual program goals with the County staff depending on funding available for such use.
5. Report required data to the County in alignment with the funding source in a timely manner.

As a funder of the RLRA Program, Peer Support and Resident Services, the County will:

1. Process and remit payment to HACC for invoices received for the RLRA program, Peer Support and Resident Services within 30 days of receipt, including any landlord incentives owed to HACC as an RLRA landlord.
2. Allow HACC eligibility and access to the Risk Mitigation Program as an RLRA landlord.
3. Set goals for the RLRA program, Peer Support and Resident Services program.
4. Monitor progress toward goals.
5. Report HACC data as needed to the funder as required.

IV. **Environmental Reviews:** HACC may request the expertise and services of qualified HCDD staff for Environmental Reviews.

As the Community Development Agency for Clackamas County, the County will:

1. Provide environmental reviews for HACC projects and properties with qualified staff on an as-needed basis.
2. The County will invoice HACC for Environment Review services not to exceed the Annual Budgeted amount.

As a funder of Environmental Reviews, HACC will:

1. Request environmental reviews for HACC projects and properties on an as-needed basis from qualified HCDD staff.

**Exhibit B
Budget**

Annual Budget for FY 2024-25 Services Provided by HACC to the County

Housing Authority Program		FY 2024-2025 Budget
Regional Long-term Rent Assistance (RLRA)		
RLRA Program Operations	Direct program operations such as personnel, rental assistance, and utility payments	\$23,180,624.58
RLRA Administration	10% for program administration	\$2,318,062.46
Regional Long-term Rent Assistance Subtotal		\$25,498,687.04
Resident Services		
Mental Health Association of Oregon Contract #11356	All costs paid to Mental Health Association of Oregon per the contract terms	\$108,509.88
Impact NW Contract # 11166	All costs paid to Impact NW per the contract terms	\$364,924.83
Home Forward IGA #11217	All costs paid to Home Forward per the IGA terms	\$142,091.00
HACC Resident Services Personnel and Flex Funds	Personnel and flexible funding expenses for the Public Housing and HCV eviction prevention program	\$242,447.24
Administrative Allocation	10% for contract and program administration	\$85,797.30
Resident Services Subtotal		\$943,770.25
Other Homeless Services Operations		
Program Operations	Other direct costs supporting housing services	\$100,000
Other Homeless Services Operations Subtotal		\$100,000
Long-Term Rent Assistance Program (LTRA) – Clackamas County IGA #8195		
Capacity Building Planning	Wages, salaries and benefits for staff administering and overseeing program operations	\$340,909.63
Landlord Engagement / Unit Access	Incentive payments for landlords and inspection repairs for units being leased by households on LTRA	\$43,500.00
Rent Assistance	Rental and utility assistance payments plus one-time security deposits	\$2,665,984.00
LTRA Administration	15% of HACC’s LTRA program budget for program administration	\$457,559.04
Long-term Rent Assistance Subtotal		\$3,507,952.67
FY 2024-2025 HACC Program Budget		\$30,050,409.96

Annual Budget for FY 2024-25 Services Provided by the County to HACC

County Program		FY 2024-2025 Budget
H3S Indirect and Cost Allocations		
H3S Indirect Administration	HACC's portion of HCDD's H3S indirect administration	\$229,688.00
Finance Cost Allocation	HACC's portion of HCDD's cost allocation for Finance	\$6,593.00
Technology Services Cost Allocation	HACC's portion of HCDD's cost allocation for Technology Services	\$374,150.00
Human Resources Cost Allocation	HACC's portion of HCDD's cost allocation for Human Resources	\$109,632.00
County Counsel Cost Allocation	HACC's portion of HCDD's cost allocation for County Counsel	\$0.00
H3S Indirect and Cost Allocations Subtotal		\$720,063.00
Miscellaneous Programs		
Environmental Reviews	Staff time for Community Preservation staff to conduct environmental reviews of HACC projects	\$5,000.00
Miscellaneous Programs Subtotal		\$5,000.00
FY 2024-2025 HCDD Program Budget		\$725,063.00

January 23, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with the Housing Authority of Clackamas County for payments for the delivery of housing and homeless programs and services. Agreement Value is \$30,775,472.96 for 5 years. Funding is through Metro Supportive Housing Services Funds, Oregon Housing and Community Services and the U.S. Department of Housing and Urban Development. No County General Funds are involved.

Previous Board Action/Review	Supportive Housing Services Revenue Sharing Agreement #10244, July 15, 2021, 202107. I.2 Adoption of the 2024-25 County Budget, June 20, 2024, Agenda Item 202406.20 XI. A Adoption 2024-25 Housing Authority Budget, June 20, 2024, Agenda item 202406.20 II.A		
Performance Clackamas	1. This funding aligns with H3S's Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes, Andrew Naylor	Procurement Review	NA
Contact Person	Shannon Callahan	Contact Phone	971-480-0189

EXECUTIVE SUMMARY On behalf of the Housing & Community Development Division (HCDD), the Health, Housing & Human Services (H3S) Department requests approval of an Intergovernmental Agreement (IGA) with the Housing Authority of Clackamas County (HACC) to facilitate payments between the two entities for the delivery of housing and homeless programs and services.

As separate legal entities, a formal agreement is needed between the Housing Authority and Clackamas County to memorialize respective responsibilities and facilitate payments between the parties.

Following the passage of the Supportive Housing Services (SHS) Measure in May 2020, an IGA was executed between the Housing Authority and Clackamas County in July 2021 that allowed the transfer of SHS funds to HACC to administer the SHS program. At that time, the County planned for HACC to be the primary administrator of SHS programs and services.

Since then, the County has formed the Housing and Community Development Division within H3S to consolidate the administration of the County's growing housing and homeless services programs under the purview of a single division. The Housing and Community Development Division is primarily responsible for administering SHS-funded programming, with HACC holding responsibility for specific aspects, including the Regional Long-term Rent Assistance (RLRA) program. Similarly, the County has received new funding from the State of Oregon as part of the

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Governor's emergency orders on homelessness. HCDD holds primary responsibility for the administration of these funds, and HACC administers a piece of the programming, the new state-funded Long-term Rent Assistance (LTRA) program.

With these changes, H3S is initiating a new IGA between the County and HACC to replace the SHS-specific IGA executed in July 2021. The new IGA outlines the roles and responsibilities of the parties for the broader administration of housing-related services. It contains a Scope of Work outlining the details of specific programs carried out by each party and an Annual Budget detailing the allocation of resources to fund those programs. This new IGA will provide more specificity and transparency as to the activities being carried out by each entity.

The term of the IGA is for five years, ending on June 30, 2029. Each year, the parties will agree to a new Scope of Work for their respective services and an Annual Budget for the respective costs of the programs and services to be provided by each party. The Board of County Commissioners and the Board of HACC will be presented with the Scope of Work and Annual Budget for their approval each year.

The Scope of Work for the Fiscal Year 2024-25 includes the administration of the SHS-funded Regional Long-Term Assistance Program by HACC, the Administration of the State Funded Long Term Rent Assistance Program by HACC, the collaborative administration of Peer Support and Resident Services by the County and HACC, and Environmental Reviews done by HCDD staff at the request of HACC. The Annual Budget for Fiscal Year 2024-25 is \$30,050,409.96 for funds moving from the County to the Housing Authority and \$725,063.00 for funds moving from the Housing Authority to the County.

RECOMMENDATION: The Staff respectfully requests that the Board of County Commissioners approve the IGA (#11979) for the provision of housing and homeless services and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,



Mary Rumbaugh
Director of Health Housing and Human Services

ATTACHMENTS: HACC-County IGA for Housing and Homeless Programs and Services

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

THIS AGREEMENT (“Agreement”) is entered into and between Clackamas County (“County”), and the Housing Authority of Clackamas County (“HACC”), a municipal corporation established under the Federal Housing Act of 1937 and the provisions of Oregon Revised Statutes 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’s housing and homeless services programs are administered by the Housing & Community Development Division (“HCDD”) of the Health, Housing & Human Services Department (“H3S”). The HCDD includes programs and services administered by both the County and HACC.

The Parties desire to enter into this Agreement to facilitate payments between the County and HACC for respective costs incurred in delivering housing and homeless programs and services.

In consideration of the mutual promises set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon July 1, 2024, and shall expire June 30, 2029. The parties may extend this Agreement by execution of a written amendment on terms and conditions acceptable to both parties. The parties acknowledge that work was performed by each party prior to the execution of this Agreement. By execution of the Agreement, the County and HACC hereby approve and ratify work performed by the other in accordance with the terms of the Agreement. All previously performed work is and remains subject to the terms and conditions of the Agreement. Both parties reserve all rights, remedies, claims, and causes of action they may have with respect to previously performed work.
2. **Scope of Work.** The roles and responsibilities of HACC and the County related to the provision of housing-related programs and activities are detailed in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Scope of Work”). Each year the Parties will agree on a Scope of Work to align with an Annual Budget, as detailed below. The Scope of Work will be in a form substantially similar to Exhibit A and will be agreed upon by no later than June 30 of each fiscal year (July 1 – June 30). The Parties may, upon written agreement, amend the Scope of Work at any time.
3. **Consideration.**
 - A. Each year the Parties will agree on an Annual Budget for the respective costs of their programs and services. The Annual Budget will be in a form substantially similar to Exhibit B) and will be agreed upon and approved by formal amendment to this

Agreement no later than June 30 of each fiscal year. The Parties may, upon written agreement, amend the annual budget at any time. Formal amendment is required to increase the Annual Budget amount. The Parties will compensate each other in accordance with the Annual Budget. The Annual Budget for fiscal year 2024/25 is attached hereto as Exhibit B.

The maximum amount the Parties will compensate each other shall not exceed the Annual Budget for that fiscal year.

- B. The Parties may, through agreement in writing by the Agreement Liaisons identified in Section 9, amend the budget line-item amounts at any time and without need for a formal amendment to this Agreement, provided such amendment does not increase the not-to-exceed amounts set forth in the Annual Budget.

Funds transferred may only be used for approved costs, as described in the annual budget, and must comply with all applicable local, state, or federal laws, in addition to any funding source requirements. Further, the Parties agree that they are each responsible for ensuring that any transfers occurring pursuant to this Agreement occur in accordance with all applicable law, including, but not limited to, Oregon Local Budget Law (ORS 294.305 *et. seq.*).

- 4. **Invoices and Payments.** Each Party receiving funds shall provide the Party transferring funds such documentation, including invoices and supporting documentation, as the transferring Party may reasonably be required to remit payment and ensure funds are used for eligible purposes or to comply with the transferring Party's applicable audit or funding requirements. The Parties may, through agreement in writing by the Agreement Liaisons identified in Section 9, establish mutually agreeable payment terms at any time, provided that those payment terms comply with the relevant authority, including funding source requirements.

5. **Representations and Warranties.**

- A. *HACC Representations and Warranties:* HACC represents and warrants to the County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC, enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to HACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County, enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.**

- A. Either the County or HACC may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

- B. Either 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 sixty (60) days written notice of termination stating the effective date of the termination. If the default is of such nature that it cannot be completely remedied within the 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. Upon termination for default, each Party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
- C. The County or 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 immediately in the event the terminating Party fails to receive expenditure authority sufficient to allow the terminating 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.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.**

- A. Indemnification and Defense of HACC.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify 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 the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Indemnification and Defense of the County.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify 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. Notwithstanding the above, HACC agrees to maintain coverages that meet or exceed County's standard policies and practices with respect to the Long-Term Rent Assistance Program activities described in Exhibit A, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

- A. The Director of the Health, Housing and Human Services Department or their designee will act as liaison for County.

Contact Information:

ATTN: Director of Clackamas County Health, Housing and Human Services Department

Email: h3s-directoroffice@clackamas.us

U.S. Mail Address: 2051 Kaen Road, Suite 239, Oregon City, OR 97045

- B. The Director of the Housing Authority of Clackamas County or their designee will act as liaison for HACC.

Contact Information:

ATTN: Executive Director Housing Authority of Clackamas County
Housing Authority of Clackamas County

Email: HACCED@clackamas.us

U.S. Mail Address: 2051 Kaen Road, Oregon City, OR 97045

10. **Dispute Resolution.** In the event of a dispute, the Parties will first attempt to resolve the dispute informally at the staff level. If the Parties are unable to resolve the dispute, the Parties will escalate the dispute to each Party's Agreement Liaison. If the Parties are unable to resolve the dispute at the Agreement Liaison level, the Parties will escalate the dispute to the Clackamas County Administrator. The Clackamas County Administrator will make the final decision on the appropriate resolution of the dispute. The Clackamas County Administrator's decision is final and may not be appealed.

11. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party 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.
- 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.** Both Parties 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. Both Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, both Parties authorized representatives' access to the Records at reasonable times and places for purposes of examining and 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 Scope of Work. 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. **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.
- L. **Survival.** All provisions in Sections 5, 6, 7, 10, and 11 (A), (C), (D), (E), (F), (G), (H), (I), (J), (L), (O), (Q), and (R), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Further Assurances.** 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. Such additional documentation may include, but is not limited to, any terms and conditions required by local, regional, state, or federal fundings sources that are the source of the funds set forth in each fiscal year's annual budget. Current local, regional, state, and federal funding source terms and conditions are set forth in Exhibit C, attached hereto and incorporated by this reference herein.

- N. **Time is of the Essence.** Each Party agrees that time is of the essence in the performance 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 the County shall be held responsible for delay or default caused by events outside of their 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 its obligations under this Agreement.
- Q. **Confidentiality.** Both Parties acknowledge 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 either Party or its employees or agents in the performance of this Agreement shall be deemed confidential information of County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **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

Clackamas County

Commissioner Craig Roberts, Chair

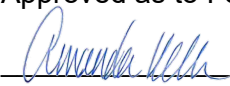
Commissioner Craig Roberts, Chair

Date

Date

Approved as to Form:

Approved as to Form:



1/8/2025
Date

Andrew Naylor via email on December 31, 2024

Exhibit A

Scope of Work

- I. **Metro Funded Regional Long-Term Assistance Program (RLRA)**: Clackamas County (County) Housing and Community Development Division (HCDD) and the Housing Authority of Clackamas County (HACC) will collaboratively administer the RLRA Program.

As the Administrator of the RLRA program, HACC will:

1. Administer the RLRA program on behalf of the County in alignment with all established Metro policies and procedures, the County's intergovernmental agreement for Supportive Housing Services with Metro, and any other applicable state and federal laws, regulations, or policies.
2. Provide appropriate staff levels to administer the RLRA program, including landlord liaison activities to meet the goals of the Supportive Housing Services (SHS) program set by the County.
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of RLRA tenants as well as process landlord incentives for eligible landlords.
4. Keep detailed and accurate records of RLRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System (HMIS) in accordance with established policies and procedures to meet data quality and timelines set by the County.
5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
6. Propose program policy changes or updates to better serve RLRA tenants and reduce barriers as in alignment with the Clackamas County Supportive Housing Services Local Implementation Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based RLRA units.
8. Abide by guidelines as outlined in the RLRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual RLRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the SHS program. The budget will include, but is not limited to:
 - a. RLRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the RLRA program goals;
 - d. Training for staff regarding the RLRA program administration, including equity and diversity trainings; and
 - e. Other administrative and program related costs and allocations to continue the successful administration of the RLRA Program.
10. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.

As a provider of supportive housing services attached to RLRA vouchers and as the funder of the RLRA rent assistance program, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of housing navigation, ongoing case management, and other wrap around services are available to meet the needs of RLRA households.
2. Maintain close communication with HACC as appropriate to ensure effective program delivery.
3. Provide RLRA Program data to Metro, as needed.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

II. State Funded Long Term Rent Assistance Program (LTRA): - Clackamas County (County) and the Housing Authority of Clackamas County (HACC) will collaboratively administer State funded Long-Term Rent Assistance Program (LTRA).

As the Administrator of the Regional Long-Term Rent Assistance program, HACC will:

1. Administer the LTRA program on behalf of the County in alignment with all established Oregon Department of Housing and Community Services (OHCS) program policies and procedures, the terms of the County's LTRA (Agreement No. 8195), including the community plan as approved by OHCS and any other applicable state and federal laws, regulations, and policies. Including but not limited to:
 - a. Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients or subcontractors) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
 - b. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - c. Assure that program services are available to HB 5019 populations.
 - d. Re-evaluate program participant eligibility consistent with required policy as defined in program guidance.
 - e. May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the Recipient's community plan prior to implementation.
2. Provide appropriate staff levels to administer the LTRA program
3. Process monthly subsidy portion of rent payments, security deposits, utility allowances and other fees on behalf of LTRA tenants.
4. Keep detailed and accurate records of LTRA applicants and tenants including record of payments in the appropriate software system employed by HACC for these purposes, as well as utilize Homeless Management Information System ("HMIS") in accordance with established policies and procedures to meet data quality and timelines set by the County. HACC agrees that all materials, information software, products, and services included in or available through OPUS, HMIS, Procorem or other agency-approved systems are provided "as is" and "as available" for use.
5. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.

6. Propose program policy changes or updates to better serve LTRA tenants and reduce barriers as in alignment with the Clackamas County LTRA Community Plan.
7. Provide safe, secure and sanitary housing units at HACC properties allowed for such use for tenant-based or project-based LTRA units.
8. Abide by guidelines as outlined in the LTRA Policies for RLRA landlords that will be eligible for landlord incentives as an RLRA landlord. This Agreement will qualify HACC as an eligible Landlord for the full benefits as an RLRA Landlord Guarantee, all RLRA Landlord Incentives and access to the Risk Mitigation Program.
9. Request an annual LTRA program budget from the County as part of the annual budget cycle that ensures effective program delivery to meet the goals of the LTRA program. The budget will include, but is not limited to:
 - a. LTRA tenant payments to landlords (including deposits and other fees for lease-up);
 - b. Landlord incentives;
 - c. Staff to provide the capacity to meet the LTRA program goals;
 - d. Training for staff regarding the LTRA program administration, including equity and diversity trainings;
 - e. Other administrative and program related costs and allocations to continue the successful administration of the LTRA Program; and
 - f. Send data reports to the County or funder directly, as requested by County staff or according to a set schedule agreed upon by the Parties.
10. Achieve the following performance goals as required by OHCS:
 - a. Increased housing stability as measured by the percentage of total Program participants who reside in permanent housing at time of their exit from the Program, as outlined in the Community Plan.
 - b. Admission into the LTRA Program for the specific number of households that are eligible for the program as further outlined in the approved Community Plan. Maintaining or increasing household income and benefits from all sources.
 - c. Number of households who have been enrolled in the LTRA Program and successfully maintain their housing placement for 12 months.
 - d. Percentage of households who do not re-enter into homelessness or request additional housing assistance within 12 months of exiting the Program.

As the lead for the LTRA program through contract with OHCS, the County will:

1. Procure, contract with, and manage contracts with service providers to ensure adequate levels of ongoing case management available to meet the needs of LTRA households.
2. Provide LTRA Program data, as needed, to OHCS.
3. Maintain close communication with HCDD and other County staff as appropriate to ensure effective program delivery.
4. County will develop an Annual Budget and Scope of Work which aligns with the adopted budget of the County.

III. **Peer Support and Resident Services:** County and HACC will collaboratively administer Peer Support and Resident Services.

As a provider of Peer Support and Resident Services funded by the County, HACC will:

1. Provide appropriate staff levels to administer Peer Support Services through contracts with service providers and/or internal HACC staff to meet the program goals.
2. Provide appropriate staff levels to administer Resident Services through contracts with service providers and/or with internal HACC employees to meet program goals.
3. Collect participant data utilizing the appropriate software system in alignment with established policies and procedures as determined by the program funding source.
4. Set annual program goals with the County staff depending on funding available for such use.
5. Report required data to the County in alignment with the funding source in a timely manner.

As a funder of the RLRA Program, Peer Support and Resident Services, the County will:

1. Process and remit payment to HACC for invoices received for the RLRA program, Peer Support and Resident Services within 30 days of receipt, including any landlord incentives owed to HACC as an RLRA landlord.
2. Allow HACC eligibility and access to the Risk Mitigation Program as an RLRA landlord.
3. Set goals for the RLRA program, Peer Support and Resident Services program.
4. Monitor progress toward goals.
5. Report HACC data as needed to the funder as required.

IV. **Environmental Reviews:** HACC may request the expertise and services of qualified HCDD staff for Environmental Reviews.

As the Community Development Agency for Clackamas County, the County will:

1. Provide environmental reviews for HACC projects and properties with qualified staff on an as-needed basis.
2. The County will invoice HACC for Environment Review services not to exceed the Annual Budgeted amount.

As a funder of Environmental Reviews, HACC will:

1. Request environmental reviews for HACC projects and properties on an as-needed basis from qualified HCDD staff.

**Exhibit B
Budget**

Annual Budget for FY 2024-25 Services Provided by HACC to the County

Housing Authority Program		FY 2024-2025 Budget
Regional Long-term Rent Assistance (RLRA)		
RLRA Program Operations	Direct program operations such as personnel, rental assistance, and utility payments	\$23,180,624.58
RLRA Administration	10% for program administration	\$2,318,062.46
Regional Long-term Rent Assistance Subtotal		\$25,498,687.04
Resident Services		
Mental Health Association of Oregon Contract #11356	All costs paid to Mental Health Association of Oregon per the contract terms	\$108,509.88
Impact NW Contract # 11166	All costs paid to Impact NW per the contract terms	\$364,924.83
Home Forward IGA #11217	All costs paid to Home Forward per the IGA terms	\$142,091.00
HACC Resident Services Personnel and Flex Funds	Personnel and flexible funding expenses for the Public Housing and HCV eviction prevention program	\$242,447.24
Administrative Allocation	10% for contract and program administration	\$85,797.30
Resident Services Subtotal		\$943,770.25
Other Homeless Services Operations		
Program Operations	Other direct costs supporting housing services	\$100,000
Other Homeless Services Operations Subtotal		\$100,000
Long-Term Rent Assistance Program (LTRA) – Clackamas County IGA #8195		
Capacity Building Planning	Wages, salaries and benefits for staff administering and overseeing program operations	\$340,909.63
Landlord Engagement / Unit Access	Incentive payments for landlords and inspection repairs for units being leased by households on LTRA	\$43,500.00
Rent Assistance	Rental and utility assistance payments plus one-time security deposits	\$2,665,984.00
LTRA Administration	15% of HACC’s LTRA program budget for program administration	\$457,559.04
Long-term Rent Assistance Subtotal		\$3,507,952.67
FY 2024-2025 HACC Program Budget		\$30,050,409.96

Annual Budget for FY 2024-25 Services Provided by the County to HACC

County Program		FY 2024-2025 Budget
H3S Indirect and Cost Allocations		
H3S Indirect Administration	HACC's portion of HCDD's H3S indirect administration	\$229,688.00
Finance Cost Allocation	HACC's portion of HCDD's cost allocation for Finance	\$6,593.00
Technology Services Cost Allocation	HACC's portion of HCDD's cost allocation for Technology Services	\$374,150.00
Human Resources Cost Allocation	HACC's portion of HCDD's cost allocation for Human Resources	\$109,632.00
County Counsel Cost Allocation	HACC's portion of HCDD's cost allocation for County Counsel	\$0.00
H3S Indirect and Cost Allocations Subtotal		\$720,063.00
Miscellaneous Programs		
Environmental Reviews	Staff time for Community Preservation staff to conduct environmental reviews of HACC projects	\$5,000.00
Miscellaneous Programs Subtotal		\$5,000.00
FY 2024-2025 HCDD Program Budget		\$725,063.00