

November 8, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the
Housing Authority of Clackamas County and Clackamas County
for the Director of Housing Development Position

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| Purpose/Outcomes | Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Clackamas County for the Director of Housing Development position. |
| Dollar Amount and Fiscal Impact | \$150,000/year - 3 Year Commitment \$450,000 total contract value |
| Funding Source(s) | County General Funds – Policy Level Proposal Submitted by Health, Housing & Human Services |
| Duration | 10/1/18 - 9/30/21 |
| Previous Board Action | Approval of the Policy Level Proposal |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities |
| Contact Person | Chuck Robbins, HACC Executive Director (503) 650-5666 |
| Contract Number | Contract #8941 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement (IGA) with Clackamas County, for the funding of the HACC Director of Housing Development.

The Director of Housing Development is a new position at the Housing Authority and will take the lead in the development of affordable housing throughout the county. This position will work to implement and manage HACC development goals and objectives, negotiate capitalization and the financing of HACC units both for new development and rehabilitation, to serve as liaison for complex real estate development related issues, and supervise professional development staff and contractors.

The primary work responsibilities of the Development Manager is as follows:

- Create development plans
- Conceptualize feasible real estate project that align with HACC's mission and values
- Lead the negotiations on property acquisition and development siting activities
- Determine feasible funding packages for development projects
- Participate as a member of HACC's management team
- Represent HACC to public and private agencies and groups
- Hire and direct professional, technical, and administrative support staff

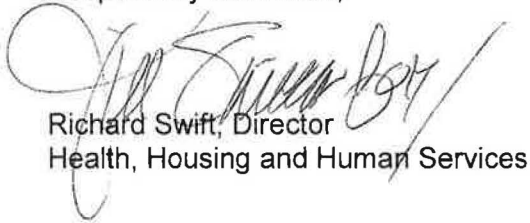
The proposal is to use General Funds from the Policy Level Proposal to partially fund this position for the first 3 years. After that time HACC should be able to generate enough revenue from its development activities to permanently fund the position. County Counsel reviewed the IGA.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Public Housing residents.

Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name and title. The signature is fluid and cursive, with a large initial "R" and "S".

Richard Swift, Director
Health, Housing and Human Services

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

I. Purpose.

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Administration Division, for the provision of a full time Development Manager. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

B. This Agreement provides the basis for a cooperative working relationship for the Development Manager to implement and manage HACC development goals and objectives, negotiate capitalization and the financing of HACC units both for new development and rehabilitation, to serve as liaison for complex real estate development related issues, and supervise professional development staff and contractors. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation.

A. H3S Administration agrees to:

1. Pay the wage for the Development Manager yearly for three (3) years.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;

2. Hire a qualified Development Manager.

C. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

D. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, familial or marital status, age, genetic information, domestic violence victim status, medical condition or disability.

III. Budget and Terms of Payment for Services Rendered.

A. Budget: the cost of purchasing the services of a full-time case manager will be \$450,000.00 for three years.

The budget components are detailed as follows:

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| Salary & Benefits | \$150,000 yearly |
| <u>Number of years</u> | <u>3</u> |
| TOTAL | \$450,000 |

B. Terms of Payment:

1. H3S Administration payments will be made yearly starting Oct. 1, 2018.

IV. Other Terms.

A. Monitoring and Measurement. H3S Administration and HACC will develop benchmarks or metrics for monitoring the Development Manager's impact on outcomes listed in Exhibit A, Section II of this Agreement.

B. Amendments. This Agreement may be amended at any time upon written agreement between H3S Administration and HACC. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.

C. Insurance Requirements. H3S Administration is insured by Clackamas County and HACC is insured by the Housing Authority Risk and Retention Pool (HARRP). H3S Administration requires all vendors and services providers who enter into a service contract with H3S Administration to provide a certificate of insurance that names H3S Administration as additional insured.

V. Debt Limitation Clause.

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Subcontracts and Assignments.

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

VII. Term of Agreement. This agreement is effective October 1, 2018 and will terminate on September 30, 2021. The term of this Agreement may be extended by Amendment as noted in Section IV above.

VIII. Termination. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge, such as but not limited to, loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

IX. Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below:

**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

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Richard Swift, Director
Health, Housing & Human Services Department

Date

Exhibit A - Scope of Work

Development Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Position:

- Development Manager to implement and manage HACC development goals and objectives, negotiate capitalization and the financing of HACC units both for new development and rehabilitation, to serve as liaison for complex real estate development related issues, and supervise professional development staff and contractors

II. Primary Work Responsibilities of Development Manager:

- Creates development plans; organizes, and implements HACC's development goals; analyzes policy objectives and plans for implementation; plans, coordinates and oversees funding initiatives related to the directive, including HUD, other financial products, and grant applications; plans, organizes and coordinates development initiatives across County divisions.
- Conceptualizes feasible real estate projects that align with HACC's mission and values; evaluates and analyzes development, redevelopment, and land acquisition opportunities; acts as project manager on large scale or very complex development projects; prepares long-range project strategies; oversees the preparation of work plans, schedules and budgets for a broad range of development projects; evaluates feasibility analyses and monitors project progress and compliance issues.
- Leads the negotiations on property acquisition and development siting activities; ensures compliance with applicable local, state and federal building, safety and health codes and regulations.
- Determines feasible funding packages for development projects; explores and negotiates terms with lenders and investors on property acquisition and development siting activities; pursues grants and low interest loans available from agencies; review complex financial agreements and loan documents; ensures compliance with applicable local, state and federal building, safety and health codes and regulations.
- Participates as a member of HACC's management team; participates in department budgeting and long range planning processes; prepares and oversees annual and supplemental development budgets; monitors and reviews development section and project budgets, revenues and expenditures; coordinates presentation of development proposals; participates in policy and program decisions with other members of management team.
- Represents the Housing Authority to public and private agencies and groups; makes technical presentations before commissions, boards and the public; participates in task forces to coordinate intergovernmental programs; promotes Housing Authority activities with the public; meets with neighborhood groups on project-related issues; responds to and resolve difficult and sensitive citizen inquiries and complaints.
- Hires and directs, professional, technical and administrative support staff to provide quality service to citizens and County staff; prepares performance evaluations; recommends and administers progressive discipline; conducts and/or facilitates staff training and development programs; promotes cooperative team efforts among staff and with other County departments.

November 8, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment Number One (1) to the Environmental Engineering Service Contract between Housing Authority of Clackamas County and PBS Environmental

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| Purpose/Outcomes | Approval of Amendment #1 between Housing Authority of Clackamas County (HACC) and PBS Environmental |
| Dollar Amount and Fiscal Impact | \$75,000 Amendment No. 1 Total Contract Value \$150,000 |
| Funding Source(s) | Housing Authority of Clackamas County No County General Funds |
| Duration | March 22, 2018 through March 31, 2018 |
| Previous Board Action | None |
| 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 #8736 |

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests approval to execute Amendment Number 1 to an Environmental Service Contract with PBS Environmental.

PBS provides HACC with a range of consulting services for assessment of environmental conditions throughout its Public Housing portfolio as well as future sites that HACC may want to acquire for development and/or redevelopment of affordable housing. PBS also provides, if needed, geotechnical testing and analysis for HACC as required for affordable housing development under a separate contract.

PBS Environmental performs the following tasks under the current contract with HACC:

- Phase I environmental site assessments meeting ASTM standards and any HUD requirements.
- Phase II site assessments to confirm presence or absence of hazardous materials.
- Individual hazardous materials testing based on reported suspected presence. Materials testing may include, but are not limited to, presence of lead, asbestos, PCBs, and other regulated or hazardous substances.
- Testing for underground storage tanks. Soil and groundwater investigations.
- Testing for radon and recommendations based on results.
- NEPA studies meeting HUD requirements.
- Testing for moisture intrusion and mold evaluations.

- Review of historical data and existing documents.
- Development of recommended protocols for abating or addressing hazardous materials.
- Reporting on hazardous materials including locations sampled, observations made and tabulated results.
- Identification of Federal, State and local laws and regulations project must satisfy.
- Assistance with cost estimates for abatement work.

PBS was selected through a competitive RFP process and has been under contract since March 22nd, 2018. The Amendment increases the contract amount by \$75,000, bringing the total not to exceed amount to \$150,000.00. The Amendment covers the remainder of the 3 year contract period, through March 31, 2021. At the conclusion of the contract HACCC will again advertise an RFP for environmental services.

No County General Funds used. County Counsel has reviewed and approved the contract amendment.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 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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ENVIRONMENTAL ENGINEERING SERVICES
for the **HOUSING AUTHORITY OF CLACKAMAS COUNTY**
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CONTRACT AMENDMENT #1

This Contract Amendment #1 is entered into by and between PBS Environmental ("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 22, 2018, described as contract number 8736 ("Contract").

The Purpose of the Amendment #1 is to increase the maximum compensation permitted under the Contract.

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

1. Article II, Compensation, Section A, is hereby deleted and replaced with the following:
 - A. HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "B" which by this reference is hereby incorporated into and made a part of this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent HACC Contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall be \$150,000.00.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**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

PBS Environmental

S. Derek May, Vice President

Date

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Department of Health, Housing & Human
Services

Date