

October 18<sup>th</sup>, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for Regional Housing Measure Implementation Planning

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for Regional Housing Measure Implementation Planning Funds.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 of grant funds from Metro Implementation Planning Funds
<b>Funding Source(s)</b>	Metro Funds No County General Funds
<b>Duration</b>	October 18 <sup>th</sup> , 2018 - December 31, 2018
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	Contract #9057

**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 with Metro for the funding and completion of implementation planning activities in advance of the Regional Housing Measure.

On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 "For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance" (the "Regional Housing Measure").

On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 "For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland," providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.

Metro seeks to provide financial support to HACC to support preliminary planning activities necessary to develop local implementation plans and affordable housing project concepts to ensure project readiness if the Regional Housing Measure passes.

Metro will provide HACC with \$10,000 in technical assistance funding to support planning for community engagement and racial equity, as well as architectural modeling for rehabilitation of

the Webster Road property in Gladstone. Of the \$10,000, \$7,000 are to be used by HACC to contract with a community engagement consultant to advise on the outreach and racial equity strategy for planning of the site, and on our development outreach strategy, more broadly. Engagement with the surrounding property owners and with potential partners will be crucial for the success of the project. The final vision for the project will be developed with input from stakeholders made up of neighbors, adjacent local churches, service providers and others. Additionally, this project presents an opportunity to explore racial equity approaches that could be applied to other HACC projects and to HACC's local implementation strategy for bond program implementation. With the remaining \$3,000, HACC will execute a task order with our contracted Owner's Representative Architect to complete high-level architectural modeling for the site. The modeling will include zoning analysis, recommendation for interior rehabilitation, preliminary costs, and unit mix. This modeling will be developed concurrently with the financing strategy and proforma.

No County General Funds are involved. County Counsel has reviewed & approved the Intergovernmental Agreement.

**RECOMMENDATION:**

Staff recommends the HACC Board approve the Intergovernmental Agreement with Metro for the Regional Housing Measure Implementation Planning Funds. Staff also recommends Richard Swift sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

# INTERGOVERNMENTAL AGREEMENT

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Contract No. \_\_\_\_\_  
HACC Contract No. 9057

THIS AGREEMENT is between Metro, an Oregon municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, (“Metro”), and Housing Authority of Clackamas County, 13930 S. Gain Street, Oregon City, Oregon 97045 (“HACC”).

## RECITALS

- A. By the authority granted in ORS 190.110, units of local government may enter into agreements with units of local government for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.
- B. On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 “For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance” (the “Regional Housing Measure”).
- C. On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 “For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland,” providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.
- D. Metro seeks to provide financial support to its jurisdictional partners to support preliminary planning activities necessary to develop local implementation plans and affordable housing project concepts to ensure project readiness if the Regional Housing Measure passes.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

## TERMS OF AGREEMENT

### 1. Term.

This Agreement shall be effective as of the latest date all required signatures are obtained (the “Effective Date”) and shall be completed and automatically terminate on December 31, 2018, unless extended by a fully executed amendment in writing and signed by both parties.

### 2. Funding, Approved Costs and Responsibilities of Clackamas County.

- a. Metro agrees to pay Clackamas County a total of TEN THOUSAND AND NO/100TH DOLLARS (\$10,000.00) (the “Implementation Planning Funds”) to support the preliminary planning activities related to local implementation of the Regional Housing Measure described in

the Project Scope attached hereto as Exhibit A (the "Implementation Planning Activities") in accordance with the Schedule for Release also included on the attached Exhibit A. Metro will not be responsible for payment for any materials, expenses, services, costs or fees related to the Implementation Planning Activities. Clackamas County specifically agrees that the Implementation Planning Funds provided under this Agreement shall only be used for the Implementation Planning Activities specified in Exhibit A.

- b. Clackamas County is exclusively responsible for all costs and expenses related to its employment of individuals performing the Implementation Planning Activities referenced in this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- c. Clackamas County is responsible for compliance with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Clackamas County's undertaking of the Implementation Planning Activities referenced in this Agreement, including, without limitation, the provisions of ORS Chapter 279.

**3. Payment, Billing and Reporting Requirements.**

- a. Metro will pay the Implementation Planning Funds to Clackamas County upon receipt of a signed invoice requesting the release of funds. Clackamas County's invoice shall comport with the Schedule for Release of Funds and may consist of both requests for release of funds in advance and for reimbursement for funds expended. No Implementation Planning Funds may be paid to Clackamas County for expenditures incurred prior to the Effective Date of this Agreement.
- b. Requests for release of funds in advance must include an itemized, detailed estimate of expenses. Clackamas County must thereafter document the expenditure of funds released in advance by submitting verifiable receipts and invoices to Metro monthly as expenses are paid, but no later than ninety (90) days from the date of the expenditure.
- c. Requests for reimbursement of expenses must be accompanied by Clackamas County's invoice which shall include (1) the Metro contract number, (2) remittance address, (3) invoice date, (4) invoice number, (5) invoice amount, and (6) an itemized statement listing the itemized expenses and contributions received from all sources, accompanied by verifiable receipts and invoices documenting the expenditures by Clackamas County of funds to be reimbursed. A copy of such invoice shall also be sent electronically to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number shall be referenced in the email subject line. Payment to Clackamas County for approved and completed work will be made within thirty (30) days of approval of Clackamas County invoice.

**4. Project Managers; Contacts.**

Clackamas County appoints Angel Sully as Clackamas County's project manager for this Agreement. Metro appoints Emily Lieb as Metro's project manager for this Agreement.

Metro: Emily Lieb  
600 NE Grand Ave.  
Portland, OR 97232  
503-797-1921  
[Emily.Lieb@oregonmetro.gov](mailto:Emily.Lieb@oregonmetro.gov)

HACC: Angel Sully  
13900 S. Gain Street  
Oregon City, OR 97045  
503-650-3165  
[asully@clackamas.us](mailto:asully@clackamas.us)

**5. Right to Withhold Payments.**

Metro shall have the right to withhold from payments due to Clackamas County such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Clackamas County's performance or failure to perform under this Agreement or the failure of Clackamas County to make proper payment to any suppliers or subcontractors. Any funds disbursed to Clackamas County under this Agreement that are expended in violation or contravention of the provisions of this Agreement, or that remain unspent earlier than the termination of this Agreement must be returned to Metro within fifteen (15) days of Metro's written request.

**6. Termination of Agreement.**

This Agreement may be terminated by mutual written consent of both parties. Metro may terminate this Agreement effective upon delivery of written notice to Clackamas County, or at such later date as may be established by Metro, under any of the following conditions (a) Clackamas County fails to undertake any of the Implementation Activities described in the attached Exhibit A within the time specified herein or any extension thereof; or (b) if Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Metro is prohibited from paying for such work from the planned funding source. Furthermore, if the voters do not pass the Regional Housing Measure on the November 6, 2018 ballot, this Agreement shall automatically terminate and (i) Clackamas County shall only invoice Metro and be entitled to reimbursements for expenses incurred prior to November 7, 2018 and (ii) Clackamas County shall promptly return to Metro any unspent Implementation Planning Funds advanced to Clackamas County in accordance with Section 3(b).

**7. Insurance.**

Metro and Clackamas County are self-insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement or the Implementation Activities.

**8. Indemnification.**

Nothing contained in this Agreement or any acts of the parties shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, between Metro and Clackamas County. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Clackamas County shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of, or in any way connected with, its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Clackamas County's designs or other materials by Metro and for any claims or disputes involving subcontractors.

**9. Access to Records.**

At Metro's request, Clackamas County shall promptly provide Metro with copies of all work products related to the Implementation Planning Activities that are produced or recorded pursuant to this Agreement. Clackamas County shall maintain all fiscal records in accordance with generally accepted accounting principles and shall maintain records for a period of six (6) years from the date of final completion of this Agreement.

**10. Amendments.**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written amendment signed by both parties.

**11. Governing Law.**

This Agreement shall be governed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of laws, rules, and doctrines. Any litigation between the parties that arises out of or relates to the performance of the Agreement shall occur in the Clackamas County Circuit Court if brought by Clackamas County and the Multnomah County Circuit Court if brought by Metro, and if in the federal courts, the United States District Court for Oregon.

**12. Assignment; Merger; Entire Agreement.**

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. 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 it is 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 a part to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision, or of any other provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**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

**Metro,**

By: \_\_\_\_\_  
Martha Bennett, Chief Operating Officer

\_\_\_\_\_  
Date

Signing on Behalf of the Housing Authority Board

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

\_\_\_\_\_  
Date

**Exhibit "A"**  
**PROJECT SCOPE AND**  
**SCHEDULE FOR RELEASE OF FUNDS**

**Implementation Planning Activities**

The Housing Authority of Clackamas County (HACC) will use technical assistance funding to support planning for community engagement and racial equity, as well as architectural modeling for a rehabilitation of the Webster Road property in Gladstone. HACC currently has a purchase and sale agreement with the owner of this property and is in the beginning of its due diligence.

This property was formerly an adolescent residential care facility. While the neighborhood had gotten accustomed to a certain level of housing and services on the site, HACC's redevelopment concept could double, possibly triple, the number of units.

**Community Engagement and Racial Equity Strategy**

**Scope:** HACC will contract with a community engagement consultant to advise on the outreach and racial equity strategy for planning of the site, and on our development outreach strategy, more broadly.

Engagement with the surrounding property owners and with potential partners will be crucial for the success of the project. The final vision for the project will be developed with input from stakeholders made up of neighbors, adjacent local churches, service providers and others. Additionally, this project presents an opportunity to explore racial equity approaches that could be applied to other HACC projects and to HACC's local implementation strategy for bond program implementation.

Actual engagement would occur in 2019.

**Budget:** \$7,000

**Deliverable:** High-level community engagement and racial equity strategy.

**Timeline:** by November 1<sup>st</sup>, 2018

**Architectural Modeling for Site**

**Scope:** HACC will execute a task order with our contracted Owner's Representative Architect to complete high-level architectural modeling for the site. The modeling will include zoning analysis, recommendation for interior rehabilitation, preliminary costs, and unit mix. This modeling will be developed concurrently with the financing strategy and proforma.

**Budget:** \$3,000

**Deliverable:** High-level Architectural Modeling for the site.

**Timeline:** by December 1<sup>st</sup>, 2018

**Schedule for Release of Funds**

<b>Milestone</b>	<b>Project Milestones and Deliverables</b>	<b>Due Date*</b>	<b>Payment</b>
1	Signed Intergovernmental Agreement document	October 18, 2018	\$0
2	Community engagement strategy and draft racial equity concepts	November 1, 2018	\$7,000
3	Participation in Metro partner discussions in September and/or November to share update on progress	November 30, 2018	\$0
4	High-level Architectural Modeling for the site.	December 31, 2018	\$3,000



October 18, 2018

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

Requesting Approval to apply for Brownfields Assistance Grant through Metro for an  
Environmental Assessment at Clackamas Heights

<b>Purpose/Outcomes</b>	Approval to apply for up to \$30,000 in Brownfields Grant funding for environmental assessment at Clackamas Heights property
<b>Dollar Amount &amp; Fiscal Impact</b>	Maximum grant award of \$30,000 No County General Funds
<b>Funding Source</b>	Metro Brownfields Recycling Program Fund
<b>Duration</b>	October 1 – February 2018
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individual and families in need are healthy and safe 2. Ensure safe, healthy & secure communities
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to apply for up to \$30,000 in grant funds through Metro to perform Phase I, Phase II and Hazardous Materials testing at the Clackamas Heights property located in Oregon City.

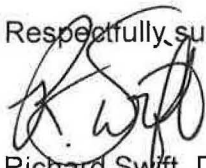
HACC has been awarded \$220,000 by Metro for a Master Planning Process on the Clackamas Heights site. If awarded, the Brownfield Program grant funds, will help in completing the environmental due diligence required on the site prior to undertaking the master planning process.

Clackamas Heights is 16.6 acres in size and currently contains (i) 100 units of Public Housing, (ii) the Public Housing maintenance office, and (iii) the Housing Authority Administrative office. It is zoned R 3.5 Medium Density Residential. HACC has plans for Clackamas Heights that includes a mixed use/mixed income development increasing the number of affordable housing units.

**RECOMMENDATION:**

Staff recommends the HACC Board's approval to apply for the Metro Brownfields Assistance Grant program. Additionally, staff recommends the HACC Board authorize Chuck Robbins, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the Brownfield Grant.

Respectfully submitted,



Richard Swift, Director