

December 1, 2022

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the Housing Authority of Clackamas County for On-Call Property Maintenance of the Veterans Village property. Contract value is \$50,000 for 5 years. Funding through Metro Supportive Housing Services Funds.
No County General Funds are involved.

Purpose/Outcome	Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing, and Human Services for on-call property maintenance of the Veterans Village property.
Dollar Amount and Fiscal Impact	Not to exceed \$50,000 over five years.
Funding Source	Funded through Metro Supportive Housing Services Funds. No County General Funds are involved.
Duration	Upon execution through June 30, 2027, five years.
Previous Board Action/Review	11/29/22 – Item presented at Issues
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by providing shelter to houseless, medically fragile, and vulnerable participants as they transition into permanent housing.
Counsel Review	11/9/22 Reviewed for HACC by Andrew Naylor 11/9/22 Reviewed for Clackamas County by Amanda Keller
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide a brief explanation: item is an IGA
Contact Person	Vahid Brown, Human Services Manager (971) 334-9870
Contract No.	H3S # 10897

BACKGROUND:

The Health, Housing, and Human Services Department (H3S) request approval to enter into an Intergovernmental Agreement (IGA) with the Housing Authority of Clackamas County (HACC) to provide on-call property maintenance at the Veteran’s Village property. This IGA is an update of an agreement established in 2019 to ensure ongoing property.

The Veteran’s Village project is sponsored by the Clackamas County Board of Commissioners to provide transitional housing and services for homeless veterans in Clackamas County. The transitional housing project is located at 16575 SE 115th Avenue, Clackamas, OR 97015. H3S oversees the project and will work with the Housing Authority to maintain the livability and safety of the site. HACC

has a long-standing history of successfully performing maintenance and repair services on housing and office properties and has been performing the maintenance at Veterans Village since 2019.

RECOMMENDATION:

Staff recommends that the Board approve the Intergovernmental Agreement with the Housing Authority of Clackamas County to provide on-call maintenance at the Veterans Village property. Staff also recommends that the Board authorize Commissioner Tootie Smith, Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

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

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

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

H3S contract #10897

I. Purpose

- A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County, through its Department of Health, Housing and Human Services (H3S), pursuant to ORS Chapter 190 and for purposes of providing property maintenance services at the Veterans Village located at 16575 SE 115th Ave, Clackamas, OR 97015 (Veterans Village).
- B. The services to be provided by HACC are set forth in the Scope of Work, attached as "Exhibit A" and incorporated by this reference herein (Services).

II. Scope of Cooperation

- A. H3S agrees to:
 - 1. Act as liaison between HACC and Veterans Village resident management agent, Do Good Multnomah;
 - 2. Report to HACC any health and safety hazards immediately;
 - 3. Report to HACC other maintenance needs within 72 hours;
 - 4. Review and approve estimates for expenditures related to the Services; and
 - 5. Timely pay all undisputed amounts for Services described in Exhibit A and at the rates described in Exhibit B, attached hereto and incorporated by this reference herein, in accordance with the payment terms in Section III below.
- B. HACC agrees to:
 - 1. Provide on-call or as needed Services per the Scope of Work in Exhibit A of this Agreement;
 - 2. Upon request, perform proper on-site maintenance at the Veterans Village;
 - 3. Advise H3S on best maintenance practices and needs to maintain the integrity of all structures; and
 - 4. Invoice H3S upon completion of work in accordance with Section III below.

III. Budget and Terms of Payment for Services Rendered

- A. Budget: H3S will manage the budget in collaboration with the HACC's liaison (see Section IV below). The total not-to-exceed amount for the five (5) year term of this Agreement is **Fifty Thousand Dollars (\$50,000.00)**.
- B. Payment for Services Rendered: HACC will invoice H3S on a monthly basis for Services rendered. The costs of Services are shown in Exhibit A of this Agreement. Services will be billed on an hourly basis and materials will be invoiced at cost plus ten percent (10%) basis, as set forth in Exhibits A and B of this Agreement. H3S acknowledges and agrees that HACC's fee and rate schedule is subject to change, and upon adjustments to rates, HACC agrees to provide an updated fee and rate schedule to H3S prior to the changes taking effect. Invoices will show hours worked, rate of hourly workers, materials cost plus ten percent (10%) and brief description of work performed.
- C. Terms of Payment: H3S agrees to pay HACC for all undisputed amounts related to Services rendered in accordance with Agreement within 30 days of receipt of invoices.

IV. Liaison Responsibility

- A. Liaison from HACC will be:
Tanika Cutsforth, Asset Manager, (503) 650-3165 or (971) 334-5227, tcutsforth@clackamas.us
- B. Liaison from H3S will be:
Vahid Brown, Human Services Manager, (971) 334-9870, vbrown@clackamas.us

V. General Terms

- A. Monitoring and Cost Control. Since the construction and physical nature of the Veterans Village is unique and no clear standard for typical cost per unit in maintenance is available, HACC and H3S will meet annually or as needed to discuss cost control and trends in expenditures for maintenance.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and H3S. 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. 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. Both parties agree to name the other as an additional insured under their self-insurance policies.
- D. Indemnification: Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, H3S agrees to indemnify, save harmless 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 H3S or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which H3S has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend H3S, 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 HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

- E. Limitations of Services: Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that the services provided in this Agreement are subject to the availability of HACC resources, as determined by HACC in its sole administrative discretion. HACC may, for any reason, decline to provide H3S the services described in Exhibit A. HACC further reserves the right to prioritize or reschedule the services described in Exhibit A in the event of scheduling conflicts, budgetary concerns, emergencies, lack of expertise in a given area, or any other reason as determined by HACC in its sole discretion.
- F. No Warranties: The Services provided under this Agreement shall be performed in a good and workmanlike manner. HACC expressly disclaims all other warranties, representations and guarantees of any kind, whether oral or written, express, implied, statutory or otherwise with respect to the Services provided under this Agreement.

VI. Term and Termination of Agreement

- A. This Agreement is effective upon execution by both parties and will terminate on June 30, 2027.
- B. Termination.
 - a. Either party may terminate this Agreement for convenience at any time upon forty-five (45) days written notice to the other party.
 - b. Either H3S or 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 written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such 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. In the event of a breach, the non-defaulting party shall have any right and remedy available to it at law, in equity, or under this Agreement.

- c. H3S 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 in the event that party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the services to be performed under this Agreement are prohibited or either party is prohibited from paying for such services from the planned funding source.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

VII. Additional Terms and Conditions

- 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 H3S 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.** Each party 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. Each party 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, each party shall permit the other party’s 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. 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.** H3S and HACC 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. **Subcontract and Assignment.** HACC shall not enter into any subcontracts for any of the work required by this Agreement or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the H3S, which shall be granted or denied in the H3S's sole discretion.
- L. **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.
- M. **Survival.** All provisions in Sections V(E) and VII(A), (C), (D), (E), (F), (G), (H), (J), (L), (M), (O), and (Q) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** 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.
- 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 H3S nor HACC shall be held responsible for delay or default caused by events outside of the H3S or HACC's 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. **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

Housing Authority of Clackamas County

Clackamas County

Commissioner Tootie Smith, Chair

Commissioner Tootie Smith, Chair

Date: _____

Date: _____

Approved as to form _____




Date: 11/09/2022

EXHIBIT A – SCOPE OF WORK HACC Maintenance at the Veterans Village

I. Scope of General Maintenance Services Provided by HACC:

1. **General Repairs to Structures:** Conduct general repairs on all structures including but not limited to, doors and windows and related hardware, plumbing fixtures, electrical fixtures, flooring, roofing, vents and ventilation, walls, ceilings, stairs, handrails, gutters & downspouts, counters, cabinets, storage shelves, permanently installed bed frames. Maintenance on the interiors of the pods and for turnover will be performed by the resident management agent for the property, Do Good Multnomah (Management Agent).
2. **Grounds:** General clean-up of debris including vegetation, garbage or unsightly abandoned personal property, trimming of shrubs trees, removal of weeds or other invasive vegetation that is unsightly or a nuisance. Weeds or other unwanted vegetation may be sprayed per the limitations of staff licensing under applicable laws for use of chemicals for such purposes.
3. **Plumbing:** Unclog or repair toilets or drains as necessary to ensure safe and sanitary use. Repair plumbing leaks related to water supply lines, toilets, showers and kitchen sinks.
4. **Electrical:** Conduct electrical repairs not required by a licensed electrician, with the exception of repairs made by HACC staff who have the proper certifications or credentials.
5. **General Construction:** Conduct general construction tasks, as requested by H3S, including but not limited to installation of doors, windows, cabinets, countertops, flooring or other interior or exterior structural additions or modifications.
6. **Site Security:** HACC will make repairs to site security features such as fences or lighting as reasonable. Upon prior approval by H3S, HACC may contact an outside vendor for repairs that it is not qualified to complete.
7. **Inspections:** HACC will conduct inspections, as requested, to assess property maintenance needs.
8. **Limitations:** HACC will not repair appliances, but will install appliances provided by H3S, if feasible. If repair work or other maintenance requires use of an outside contractor, H3S will follow all applicable state and local procurement procedures, statutes, and regulations in the procurement of those goods and services. HACC agrees to obtain H3S approval prior to entering into an agreement with an outside contractor to perform any services.

II. Compensation – Technician Hourly Fee, Mileage, Materials and Vendors:

1. **Fee for Service:** HACC will charge an hourly fee based on the applicable HACC technician's hourly rate, which includes overhead (see Exhibit B - Hourly Rate Schedule). After hours work is billed at overtime rates and will have a minimum labor charge of 2 hours. HACC will charge a mileage fee based on the published IRS mileage rate for business miles driven from the HACC maintenance shop to the Veterans Village and for the return trip to HACC. Materials will be billed at HACC's cost plus 10%. HACC will strive to utilize the most economical technician available. Rates will be subject to change and HACC will notify H3S in writing of any rate changes at least 30 days prior to implementation of the new rates. Following receipt of such notification, H3S may, in its sole administrative discretion, either accept the new rates or terminate this Agreement.
2. **Cost Control:** HACC will strive to contain costs through utilizing its special pricing for materials, matching the technician with the level of work being performed, minimizing travel costs by overlapping mileage with other maintenance calls in the area and obtaining the best price for the value from vendors.
3. **Materials:** Materials and supplies will be billed at cost plus 10%.
4. **Invoicing:** HACC will bill the Management Agent monthly. Management Agent shall remit payments for service to: Housing Authority of Clackamas County, PO Box 1510, 13930 S. Gain Street, Oregon City, OR 97045.

III. Call for Service:

1. The Veterans Village should utilize the HACC Maintenance Line at 503-650-3535 ext. 3 or 4 during regular working hours 7:00 a.m. to 5:00 p.m. Monday through Thursday. After 5:00 p.m. on Thursday until 7:00 a.m. on Monday and Holidays that occur during Monday through Friday call the "After Hours" emergency line at 503-780-3896.

Exhibit B
Hourly Rate Schedule
Maintenance at the Veterans Village

The table below includes the hourly rates for the 2022-2023 fiscal year as of July 1, 2022. Rates include all personnel costs including wages, benefits, taxes and overhead for administration for maintenance work performed. Rates are subject to change and HACC will provide at least 30 days written notice of any rate change. The 10% added to material costs is to cover additional administrative overhead costs associated with researching, contracting, and ordering materials not included in the hourly rates of our direct maintenance staff.

HOUSING AUTHORITY OF CLACKAMAS COUNTY		
Hourly Maintenance Labor Rates		
FY 2022-23 as of 7/1/22		
(Rates are subject to change)		
POSITION	Regular Rate	Overtime "After Hours" Rate
Maintenance Coordinator	\$78.00	\$117.00
Maintenance Specialist	\$68.00	\$102.00
Maintenance Assistant	\$57.00	\$ 85.50

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____