

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Housing our Families clients.
Dollar Amount and Fiscal Impact	\$73,380
Funding Source(s)	HACC Local Funds (unrestricted affordable housing funds) No County General Funds used
Duration	10/1/18 - 9/30/19
Previous Board Action	Previous IGA for Housing our Families case management approved by HACC Board on April 5, 2018
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. 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 with Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in "Housing our Families" program.

Housing our Families program consists of eight (8) transitional housing units plus one (1) unit for an on-site staff person. Clients are selected from the Coordinated Housing Access ("CHA") waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units, in the community or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services

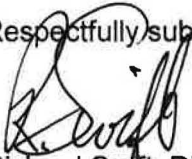
- Advocacy for residents to navigate systems
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved. County Counsel has reviewed the IGA and approved the IGA to form.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Housing our Families 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,



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

**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, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for the Housing our Families program. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for the Housing our Families program (Program). The project consists of 8 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Janssen Road Apartments or other housing, as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Caseload will be established through the Clackamas County Coordinated Housing Access system and monitored by SSD's Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Pay invoices due to SSD within 30 days of receipt;

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half-time case manager will be \$73,380.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$59,879
Indirect Costs	\$806
<u>Allocated Costs</u>	<u>\$12,695</u>
TOTAL	\$73,380

B. Terms of Payment:

1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Other Terms

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

B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. 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. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

V. Term of Agreement

A. This agreement is effective October 1, 2018 and will terminate on September 30, 2019. The term of this Agreement may be extended by Amendment as noted in Section IV above.

VI. Termination

A. 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.

**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
Health, Housing and Human Services Department

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units, in the community or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless families who have been referred to Housing our Families.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and
The region's other Public Housing Authority's to conduct a Fair Market Rent Study

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Region's Public Housing Authority's and Housing Authority of Clackamas County to conduct a Fair Market Rent Study
Dollar Amount and Fiscal Impact	\$8,900
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	8/16/18 - 12/31/18
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8957

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 the following housing agencies: Housing Authority of Washington County, City of Portland through Portland Housing Bureau, Vancouver Housing Authority and Home Forward to conduct a Fair Market Rent (FMR) Study.

In the fall of 2015, the parties worked together to complete a FMR survey that met the Department of Housing and Urban Development (HUD) requirements to prove the area rents were not accurately reflected in HUD's FMR Study. The FMR established by the survey better reflect the rapidly rising rental market in the seven (7) Counties: Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area. This resulted in an area increase of FMR and a subsequent increase in rental assistance funding from HUD of over \$1 Million to HACC.

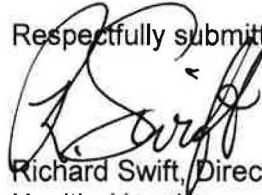
The FMR's established by the survey have a three-year duration and are set to expire at the end of 2018. So the parties desire to partner again to commission a HUD-compliant FMR survey to establish FMR's that better reflect the rental rates in the area beginning in 2018.

No County General Funds are involved. County Counsel reviewed and approved to form the IGA.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement for the FMR Study. Staff also recommends the Board authorize Richard Swift to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the typed name.

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

INTERGOVERNMENTAL AGREEMENT
FMR Survey – 2018

Home Forward Contract No. C2059
Portland Housing Bureau Contract No. _____
Housing Authority of Clackamas County Contract No. 8957
Housing Authority of Washington County Contract No. _____
Vancouver Housing Authority Contract No. _____

This Agreement is entered into, by and between the Housing Authority of Washington County, a municipal corporation of the State of Oregon, City of Portland through its Portland Housing Bureau, a municipal corporation of the State of Oregon, Vancouver Housing Authority, a municipal corporation of the State of Washington, Housing Authority of Clackamas County, a municipal corporation of the State of Oregon and Home Forward, a municipal corporation of the State of Oregon. ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Recitals

In the Fall of 2015, the parties worked together to have a Fair Market Rents (FMR) survey prepared that met the Department of Housing and Urban Development (HUD) requirements and therefore was substituted for the FMR standards established by HUD. The FMR established by the survey better reflected the rapidly rising rental market in the seven county Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area. *(The Office of Management and Budget (OMB) defines the area as comprising Clackamas, Columbia, Multnomah, Washington, and Yamhill counties in Oregon, and w/PHA's in region and Skamania counties in Washington.)*

The FMRs established by the survey have a three-year duration and are set to expire at the end of 2018. As such, the parties desire to partner again to commission a HUD-compliant FMR survey to establish FMRs that better reflect the rental rates in the area beginning in 2018.

Now, therefore, the parties agree as follows:

- 1) The effective date is July 23, 2018, or upon final signature, whichever is later. The expiration date is December 31, 2018, unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) 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, marital status, age, medical condition or disability.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.

- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 9) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 10) 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.
- 11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

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

HOME FORWARD:

Signature Date

Printed Name Title

Address: 135 SW Ash Street, Portland, Oregon 97204

WASHINGTON COUNTY:

Signature Date

Printed Name Title

Address 111NE Lincoln Street, Suite 200-L: Mail Stop # 63, Hillsboro, OR 97124

CITY OF PORTLAND, through the Portland Housing Bureau:

Signature Date

Printed Name Title

Address: 421 SW 6th Avenue, Suite 500, Portland, Oregon 97204

VANCOUVER HOUSING AUTHORITY:

Signature

Date

Printed Name

Title

Address: 2500 Main Street, Vancouver, Washington 98660

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services

Date

Address: 13930 South Gain Street, Oregon City, Oregon 97045

ATTACHMENT “A”

Due to the rising costs of rent in the Portland metropolitan area, Section 8 voucher holders have extreme difficulties in finding and renting suitable units. Housing providers in the Portland-Vancouver metropolitan area, collectively known as the partners, include Home Forward, City of Portland, Housing Authority of Washington County, Housing Authority of Clackamas County, and Vancouver Housing Authority. The partners have agreed to invest in a market study that meets HUD requirements to challenge the HUD established Fair Market Rate (“FMRs”), which is the standard established for Section 8 reimbursement.

The cost of the study is \$83,000. Home Forward will enter into a contract with Washington State University (WSU) to conduct the study and coordinate communication with appropriate HUD staff as required. Home Forward will be reimbursed for the costs of the study based on invoices sent to the partners as set forth below. Invoices will be issued by Home Forward on this payment schedule: 50% at the time of the first survey letter and the remaining 50% balance upon receipt of final deliverables, which are expected October 2018.

PARTNER CONTRIBUTIONS:

Home Forward contribution:	\$31,000
City of Portland contribution:	\$25,300
Housing Authority of Washington County contribution:	\$8,900
Vancouver Housing Authority contribution:	\$8,900
<u>Housing Authority of Clackamas County contribution:</u>	<u>\$8,900</u>
Total:	\$83,000

The partners agree to make payment for the services provided no later thirty (30) days following their receipt of an invoice from Home Forward.

Home Forward will coordinate and manage the work of WSU, keeping all partners informed as the FMR study proceeds and will forward all relevant correspondence and study material/reports to partners.

COPY

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Jackson Program clients.
Dollar Amount and Fiscal Impact	\$49,000
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	7/1/18 - 6/30/19
Previous Board Action	Previous IGA for Jackson case management approved by HACC Board on April 26, 2018
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8940

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 Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in the Jackson Transitional Housing program.

Jackson program consists of six (6) transitional housing units plus one (1) unit for a staff person. Clients are selected from the Coordinated Housing Access ("CHA") waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems

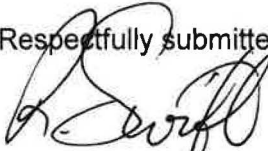
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved. County Counsel has reviewed the IGA and approved the IGA to form.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Jackson 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,



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

**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, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for Jackson Transitional Housing. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for Jackson Transitional Housing program (Program). The project consists of 6 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. In cooperation with the SSD Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Caseload will be established and monitored by HACC's Resident Services Coordinator and SSD's Human Services Manager;
4. Pay invoices due to SSD within 30 days of receipt;
5. Assist SSD with measuring and monitoring outcomes of Case Manager's interventions or care plans.

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half time case manager will be \$49,000.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$35,050
Indirect Costs	\$6,940
<u>Allocated Costs</u>	<u>\$7,010</u>
TOTAL	\$49,000

B. Terms of Payment:

1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Jemila Hart, 503-655-8877, jemilahar@clackamas.us

Liaison from SSD for the Program will be: Sherry Mackey, 503-655-8492, sherrymack@clackamas.us

V. Other Terms

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

B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. 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. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

VI. Term of Agreement

A. This agreement is effective July 1, 2018 and will terminate on June 30, 2019. The term of this Agreement may be extended by Amendment as noted in Section V above.

VII. Termination

A. 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.

**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 Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless adults who have been referred to Jackson Transitional Housing.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

August 16, 2018

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1932 authorizes the Housing Authority to submit the Section 8
Management Assessment Program (SEMAP) Certification to
U.S. Department of Housing and Urban Development

Purpose/Outcomes	Resolution No. 1932 authorizes the Housing Authority of Clackamas County's (HACC) to submit the Section 8 Management Assessment Program Certification (SEMAP).
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
Previous Board Action	Resolution No. 1921, SEMAP approval was passed by the HACC Board of Commissioners August 17, 2017
Strategic Plan Alignment	1. Efficient & Effective Services 2. Build Public Trust through Good Government
Contact Person	Chuck Robbins, Executive Director, 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1932 to authorize HACC to submit the Section 8 Management Assessment Program Certification (SEMAP) certification to U.S. Department of Housing and Urban Development.

The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well HACC is administering the Section 8 rental assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings:

- High Performer = Score of 90% or higher
- Standard Performer = Score between 60% and 89%
- Troubled Housing Authority = Score below 60%

HACC is pleased to report that we continue to be a High Performer.

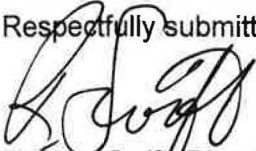
HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of

Resolution 1932 shows the Board approves our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1932 and the attached SEMAP Certification and authorize the Executive Director of the Housing Authority to submit the Certification to HUD on behalf of the Housing Authority Board.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the printed name below.

Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of authorizing the
Housing Authority of Clackamas
County to submit the Section 8
Management Assessment
Program (SEMAP) Certification



Resolution No. 1932
Page 1 of 1

Whereas, the Housing Authority of Clackamas County (HACC) must provide a self-assessment relating to the Section 8 tenant-based assistance program annually, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U.S. Department of Housing and Urban Development, and

NOW THEREFORE, BE IT RESOLVED that the Section 8 Management Assessment Program (SEMAP) is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U.S. Department of Housing and Urban Development.

DATED this 16th day of August, 2018

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

Jim Bernard, Chair

Recording Secretary



Toni Karter
(HM4139)
PIC Main

Assessment Profile | Reports | Submission

List | Summary | Certification | Profile | Comments

Field Office: OEPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2018

SEMAP

KDHAP

Logoff

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response **At least 98% of units sampled** **80 to 97% of units sampled**
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response **At least 90% of files sampled** **80 to 89% of files sampled**
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** **No**

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response **Yes** **No**

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response **At least 98% of cases sampled** **Less than 98% of cases sampled**

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response **Yes** **No**

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response **Yes** **No**

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response **Yes** **No**

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response **Yes** **No**

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response **Yes** **No**

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response **Yes** **No**

Page 1 of 2

[Go to Comments](#)

[Go to Deconcentration Addendum](#)

Save

Reset



Toni Harter (MM4139)
PIC Main

Assessment Profile | Reports | Submission

List

Summary

Certification

Profile

Comments

Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2018

SEMAP

KDHAP

Logoff

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1026"/>	1-BR FMR	<input type="text" value="1132"/>	2-BR FMR	<input type="text" value="1330"/>	3-BR FMR	<input type="text" value="1935"/>	4-BR FMR	<input type="text" value="2343"/>
PS	<input type="text" value="946"/>	PS	<input type="text" value="1106"/>	PS	<input type="text" value="1304"/>	PS	<input type="text" value="1742"/>	PS	<input type="text" value="2109"/>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages

under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

Deconcentration Addendum

[Go to Comments](#)

[Back to Page 1](#)

Get Help

Logoff / Return to Secure Systems



Tom Karter
(MM4139)
PIC Main

Assessment Profile | Reports | Submission

List | Summary | Certification | Profile | Comments

Field Office: 0EPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2018

SEMAP

KDMAP

Logoff

SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 7/31/2018

PHA Name

Clackamas

Principal Operating Area of PHA

Clackamas County

(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1 a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes No

2 a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.

b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

c Number of Section 8 families with children who moved during the last completed PHA FY.

d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes No

3 a Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.

b Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

c Number of Section 8 families with children who moved during the last two completed PHA FYs.

d Percent of all Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** **No**

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.
See instructions above concerning bonus points for State and regional PHAs.**

[Back to Certification](#)

Page 1 of 1

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of the Development Service Agreement with Northwest Housing Alternatives, Inc.
for the Development of Pleasant Avenue Veterans Housing Project

Purpose/Outcomes	Approval of the Development Service Agreement between Housing Authority of Clackamas County and Northwest Housing Alternatives (NHA) and for the Pleasant Avenue Veterans Housing Project
Dollar Amount and Fiscal Impact	HACC Local Project Funds \$10,000, Home Funds \$500,000, Community Development Block Grant Funds \$240,000 No County General Funds
Funding Source	HACC Local Funds, HOME and CDBG Funds
Duration	N/A
Previous Board Action	On May 15, 2018, during a Policy Session, the Board of Commissioners of the Housing Authority of Clackamas County approved placing the Development Services Agreement on the June 21st HACC Board Consent Agenda
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy and safe 3. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Development Service Agreement between Northwest Housing Alternatives (NHA) and Housing Authority of Clackamas County (HACC) for the development of Pleasant Avenue Veteran Housing Project.

Northwest Housing Alternatives is partnering with the Housing Authority to construct 24 new apartments for Clackamas County veteran families, modeled after the successful completion of a similar housing project, Pomeroy Place, in Washington County. The Pleasant Avenue Veteran Housing project will be located at 314 Pleasant Avenue, in Oregon City providing 24 units made up of studios, one and two-bedroom units and a community room for resident gatherings and services. Units will be built with environmentally efficient and durable materials. The buildings will be oriented and wired to be solar-ready. When complete, the project will be owned and operated by the Housing Authority of Clackamas County. To ensure the units are affordable to families at or below 30% Area Median Income, HACC has dedicated 24 Project Based Vouchers (PBV) to the project.

The financing of the project is unique, as it does not rely on Tax Credits. It uses a mix of Community Development Block Grant (CDBG) Funds, HOME, Oregon Housing & Community Services (OHCS) General Housing Account Program (GHAP), Federal Home Loan Bank, PBV, Meyer Memorial Trust funds and Home Depot Foundation funds. Services will be contracted by HACC. Funds will be a combination of operating expenses included in the development budget and future HACC development proceeds.

NHA owns the real property and will act as the Developer/Construction Manager for the project. After stabilization (the point where the units are leased and the funding requirements have been met), NHA will transfer ownership of the project to HACC. As the owner, HACC will implement a Housing First (low barrier) model to ensure the neediest veterans and their families are assisted. HACC will be responsible for property management and maintenance. This will be done in-house and will not require hiring additional staff. HACC will also be responsible for ensuring services are available at the property. Services will be solicited through a competitive process.

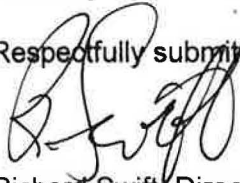
In order to begin construction, it is necessary to approve, execute and deliver the Development Service Agreement. The Development Services Agreement (DSA) delineates the terms of a project, such as who will acquire, construct, develop, own, operate, maintain, lease and otherwise handle the project. It is a set of mutual covenants and conditions set forth by all members of a partnership and is required by OHCS to secure the GHAP funding. The Project Option (Exhibit A of the DSA) grants HACC an exclusive option to purchase the project and defines the terms and conditions associated with the property transfer.

The Development Services Agreement and Project Option (Exhibit A) have been reviewed by independent Counsel retained by HACC. Independent counsel was approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Development Service Agreement, including Exhibit A and recommends the Board authorize 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

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 26th day of July, 2018, between Northwest Housing Alternatives, Inc. an Oregon nonprofit public benefit corporation ("Developer") and the Housing Authority of Clackamas County, a public body corporate and politic of the State of Oregon established under the Oregon Housing Authorities Law, ORS 456.055 *et seq.* ("Client"). Together, the Developer and the Client are referred to herein as the "Parties."

RECITALS

WHEREAS, Client is a public corporation which (a) has among its statutory purposes providing decent, safe, and sanitary housing for persons or families of lower income and (b) is authorized to form, finance, and have an interest in, and to manage or operate, partnerships, corporations, and limited liability companies in order to further the purposes of the housing authority.

WHEREAS, Developer is a mission-based affordable housing developer and owner with a statewide presence;

WHEREAS, Developer recently purchased land located at 314 Pleasant Street, Oregon City, OR 97405 as more fully described in Exhibit A-1 ("Legal Description") of Exhibit A Option Agreement (the "Project Option") for the purpose of developing needed housing for chronically homeless and low-income veterans and their families (the "Project");

WHEREAS Developer and Client share the goal of increasing the availability of decent, safe, and affordable housing;

WHEREAS, the Project is located in Client's service area;

WHEREAS, Client, if authorized by its Board of Commissioners, has an interest in acquiring, either directly or indirectly, the Project after completion of construction, lease up, and stabilization;

WHEREAS, Developer has expertise completing the myriad design, financing, and construction tasks associated with building affordable housing developments such as the Project;

WHEREAS, Client and Developer intend to set forth the terms upon which the Developer will complete construction of the Project and Client will undertake all commercially reasonable efforts to provide rental assistance for future tenants of the Project and seek necessary approval to acquire the Project upon completion;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Development Tasks.** The full list of tasks associated with the Project's successful construction and financing are outlined in Exhibit B. These task generally include, but are not limited to:

- a. Work with public officials to obtain approval of the Project's proposed plan for design and construction;
- b. Engage a project architect and other professionals, as needed, to prepare engineering surveys, plans and specifications, and financial and market studies as may be necessary;
- c. Determine impact and status of zoning, land use approvals, building codes, and building permits;
- d. Coordinate completion of construction documents, including review of final plans and specifications;
- e. Develop and refine a development budget and operating proformas;
- f. Define an overall project schedule that incorporates design process, funding applications, construction, and close-out;
- g. Submit funding applications to public and private funding sources for the Project's construction;
- h. Obtain proposals for construction and permanent loans (collectively "Project Financing");
- i. Select all Project Financing lenders and investors;
- j. Negotiate the terms and conditions of all Project Financing;
- k. Coordinate with the Project's general contractor and architect to obtain timely building and other permits for development of the Project;
- l. Recommend alternative solutions wherever design details affect construction feasibility or schedules;
- m. Obtain and maintain (in conjunction with the general contractor) all necessary building permits, approvals and utility contracts;
- n. Obtain construction insurance;
- o. Negotiate the terms and conditions of the construction contract;
- p. Oversee, monitor and direct the general contractor with respect to the construction of the Project in accordance with the terms and conditions of the construction contract and the plans and specifications;
- q. Be physically present on the construction site as frequently as necessary to assure completion of the Project in accordance with the Client's objectives of cost, time and quality;

- r. Schedule and conduct regular job meetings at which the general contractor and the various subcontractors and laborers, project architect and any other relevant consultants can discuss procedures, progress, problems and scheduling;
- s. Provide regular monitoring of the Project schedule during construction;
- t. Develop and monitor Project budget, revise and refine the Project budget as necessary, incorporate approved changes and forecast cash flow and the impact of changes as needed;
- u. Develop and implement a system of general contract administration for review and processing of payments and change orders, including compliance with federal (Davis Bacon), state (Prevailing Wage) and local wage and employment requirements;
- v. Determine substantial completion of the Project in consultation with the project architect and prepare a punch list of incomplete or unsatisfactory items and a schedule for their completion;
- w. Inspect the Project prior to expiration of the 1-year warranty period and develop a list of items in need of repair or replacement; ensure warranties beyond 1-year period are assigned to the Client;
- x. Ensure timely conversion from construction to permanent financing.

2. **Task Assignments.** Client and Developer agree on which party is responsible for completing each task in Exhibit B. Exhibit B also outlines when a party has an obligation to assist in the completion of a task, when a party has the option of providing input on a task, and which tasks require Developer to obtain Client's approval before proceeding.

For tasks requiring Client's approval, Client agrees to make all reasonable efforts to reach decisions as expeditiously as possible. Client acknowledges and accepts that any failure to make a timely decision could delay the Project's schedule. Client further acknowledges and accepts that any such delay could increase Project's costs and thereby affect the amount and timing of the payment of its share of the Cash Developer Fee under Paragraph 5.

3. **Advancement of Costs.** Developer shall advance funds to pay all costs associated with the completion of items in Exhibit B that occur prior to the time that construction financing for the Project is closed ("Construction Closing"). Such advances ("Developer's Predevelopment Loan") shall accrue 5% simple interest per year from the date of each advance ("Developer's Predevelopment Loan Interest.") Developer shall be fully repaid such advances, with interest, at Construction Closing.
4. **No Duty of Developer to Provide Funds.** Except as set forth in Paragraph 3 above, Developer shall have no duty or obligation to advance any funds for the account of

Client or the Project. At Developer's choice, and Client's acceptance, Developer may choose to advance funds for Project costs associated with items other than those outlined in Exhibit B. Developer shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Developer's Predevelopment Loan Interest."

Client may choose to advance funds to pay currently unforeseen development costs that Developer has no duty or obligation to pay. Should Client elect to advance funds for this purpose with Developer's agreement, Client shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Client's Predevelopment Loan Interest."

5. Compensation: Developer Fee.

a. Developer Fee: The Developer Fee associated with the Project's construction as affordable housing shall consist of cash in the amount of \$650,000.

i. All Cash Developer Fee Payments will be paid from proceeds made available in accordance with the Project's development budget and its operations prior to its conversion from construction to permanent financing.

ii. All Deferred Developer Fee payments will be paid from proceeds made available through the Project's operations after its conversion from construction to permanent financing; provided, however, that if Client acquires the Project (directly or indirectly) from Developer, any unpaid Cash Developer Fee and all Deferred Developer Fee shall be paid by Client to Developer at the date of acquisition.

iii. Consultant Fee: \$175,000 FOR CONSTRUCTION MANGEMENT SERVICES THROUGH CONSTRUCTION.

The total developer fee and the extent of its cash may change as loan terms fluctuate in accordance with market conditions. Developer Fee rules imposed by Oregon Housing and Community Services (OHCS), and the availability of HOME, CDBG and other grant funds from state and local government may also affect total Developer Fee and the allocation of Cash Developer Fee.

Given the changeable nature of Developer Fee, the final determination of total Developer Fee shall be the number approved by all financing partners. Prior to that approval, Developer and Client agree that the closing projections shall serve as the best estimate of total Developer Fee.

b. Developer Fee Allocation: Developer shall receive 100% of the total Developer Fee for the services described in this Agreement.

6. **Compensation: Construction Management Fee.** To the extent allowed by Oregon Housing and Community Services (OHCS), Developer shall receive a Construction Management Fee of \$175,000 for performing all construction-related services described in Exhibit B. This fee is separate from any Development Fee payments due to Developer. As permitted by grant sources and lender(s), the development budget shall incorporate this Construction Services Fee, and the Developer will receive the Construction Services Fee in equal increments, paid monthly over the course of construction.

7. **Ownership of Project During Development Phase.**

a. Developer is expressly authorized, to form a limited liability company (“Developer LLC”) to: (i) acquire and own the Real Property and the Project; (ii) to grant or obtain easements, licenses, and other interests in real property as may be necessary or beneficial to development of the Project; (iii) seek and enter into agreements for grants and loans to finance construction and operation of the Project and/or to provide rental assistance and social services to tenants; (iv) encumber (through regulatory agreements, covenants, deeds of trust, and other encumbrances) the Real Property and the Project as reasonably necessary to obtain such grants and loans; (v) enter into contracts for environmental, geo-technical, and other studies of the Real Property, for architectural services related to the Project, and for the construction, furnishing, management, and operational needs of the Project; and (vi) enter into contracts for title insurance, liability, casualty, and other types of insurance which are either required by lenders or deemed prudent by such company. Developer or Developer LLC shall for all purposes be the owner of the Project unless and until Client acquires the Project, as defined below.

b. Client will have no obligation to enter into any of the agreements identified in the preceding paragraph, or to guaranty any obligation undertaken by the Developer. Client acknowledges, however, that: (i) it may be required to subordinate any right it has under this Agreement to acquire the project to the security interests of lenders providing financing for the Project; and (ii) it may be required to provide certain financial information to lenders as a condition of Client being permitted to assume Developer LLC) any loan obtained by Developer or Developer LLC.

8. **Option to Acquire Project.**

a. Developer and Client shall execute an option agreement (the “Option Agreement”) in substantially the form set forth in the attached Exhibit A pursuant to which Developer shall grant Client an option to acquire the Project (the “Project Option”).

b. As more fully set forth in the Option Agreement, the property covered by the Project Option shall be (i) all of the Real Property and improvements constituting the Project and (ii) all of the Project owner’s personal property situated on and used in connection with the Real Property, (iii) all leases and rental

agreements with respect to Project, and (iv) all other agreements pertaining to the operation or financing of the Project to the extent they are to be assumed by Client.

c. As more fully set forth in the Option Agreement, the purchase price under the Project Option (the "Project Purchase Price") shall be an amount equal to the sum of (i) all outstanding indebtedness of Developer (or Developer LLC) to third-party lenders in respect of the Project, plus (ii) any unpaid portion of Developer's Predevelopment Loan and Developer's Predevelopment Loan Interest, plus (iii) any unpaid portion of the Cash Developer Fee and Deferred Developer Fee; and (iv) \$10,000. Item (i) of the Project Purchase Price may be paid by Client's assumption of all loans from third-party lenders secured by the Project. Items (ii), (iii), and (iv) of the Project Purchase Price shall be paid in cash at Closing as defined in the Option Agreement.

d. The Option Agreement shall specify among other things: (i) the term of the Option; (ii) the conditions under which Client may exercise the Project Option; (iii) contingencies and conditions to closing, and (iv) other matters regularly included in an option agreement for the purchase of real property.

e. Client agrees that, in the event it acquires the Project, Client shall assume, and Client will request that Developer be released from, all obligations under any regulatory agreement, covenant, grant, loan, guaranty or similar obligation related to the acquisition, financing, construction, and/or operation of the Project. Developer shall not be required to enter into any other guaranty, indemnity, or other ongoing obligation related to the Project.

f. Developer agrees that, in the event Client acquires the Project, Developer shall assign (or cause to be assigned) to Client all rights, remedies, and warranties under architect, engineering, construction, and similar development related contracts. Client acknowledges and agrees that, upon such assignment by Developer to Client, Client's remedies for any defects in the Project's design and/or construction and all claims related in any manner to the performance of professionals under design or construction contracts, shall be first against the applicable design and/or construction professionals.

g. Client acknowledges that, as a condition of obtaining construction and permanent financing for the Project, Client will be required to execute one or more agreements making its rights under the Option Agreement junior and subordinate to the rights, claims, and liens of lenders. Client hereby agrees to execute such subordination agreements.

9. **Limitations and Restrictions.** For Items marked "Approval Rights" in Exhibit B, Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligations on behalf of Client without Client's prior written approval.

10. **Accounts and Records.**

- a. Developer shall keep at its own expense all books of account and other records as are necessary to complete its responsibilities for all tasks named in Exhibit B.
- b. Developer will provide without charge all records (or copies thereof) relating to the Project to Client at the end of the Lease Up and Close-Out Phase described in Exhibit B.
- c. Developer shall maintain all records on an accrual basis in accordance with generally accepted accounting principles. Developer shall provide Client with all financial information as may be needed for Client's approval purposes.
- d. All books and records prepared or maintained by Developer shall be kept and maintained at its offices and shall be available for and subject to audit, inspection and copying by the Client or any representative or auditor thereof or supervisory or regulatory authority. Developer agrees that any supervisory or regulatory authority shall also have the right, in connection with any examination of the Project, to examine and question Developer and its employees with respect to any such books and records, and Developer agrees to cooperate with all such supervisory or regulatory authorities.

11. **Duration and Termination; Default.**

- a. Client shall have the right to terminate this Agreement upon the occurrence of an Event of Default by the Developer (which default shall constitute grounds for termination for cause), and upon written notice to the Developer specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:
 - (i) Developer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
 - (ii) Developer fails to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities or obligations hereunder and fails to fully cure or remedy such failure, breach or default within thirty (30) days after written notice specifying the nature of such failure, breach or default by Client to Developer, or if such breach or default cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion within ninety (90) days; and

- (iii) Developer fails twice within a six (6) month period to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Client has previously notified Developer in writing of prior failures to perform in a timely or satisfactory fashion and Developer has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

- b. Developer shall have the right to terminate this Agreement upon the occurrence of any default by the Client (which default shall constitute grounds for termination for cause), and upon written notice to the Client specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:
 - (i) Client files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
 - (ii) Client fails repeatedly to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Developer has previously notified Client in writing of one or more prior failures to perform in a timely or satisfactory fashion and Client has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

- c. Upon the occurrence of any one of the Events of Default specified in Paragraph 11(a) or 11(b), either party shall have the immediate right to terminate this Agreement and the rights and obligations of the parties set forth in this Agreement. If either party elects to terminate this Agreement, it shall provide written notice of termination to the other party and this Agreement shall be terminated upon expiration of any applicable grace period.

- d. In the event of the termination of this Agreement by either party:
 - (i) The Project Option shall terminate, and Developer shall be under no obligation to transfer the Project to Client;
 - (ii) Client shall have no right to any portion of the Total Developer Fee;
 - (iii) Client and Developer shall have no further responsibilities towards each other; and

- (iv) Client and Developer agree to release each other from any and all legal claims that could arise under this Agreement.
 - (v) Developer shall have no obligation to deliver records to Client as envisioned in Paragraph 13.
12. **Independent Contractor.** Unless otherwise directed by Client in performing its services hereunder, Developer shall be an independent contractor and not an employee of Client. Developer shall act solely as the agent of Client in the performance of Developer's duties and obligations under this Agreement. Once this Agreement is executed, Developer shall not have the authority to enter into any contracts or agreements on behalf of the Client without the expressed written approval of the Client. All contracts Developer entered into prior to the execution of this Agreement pertaining to the Project, along with the selection of Walsh Construction as Project's general contractor and KASA as Project's architect, shall be deemed approved by Client.
13. **Information and Materials.** Developer shall, upon acquisition by Client of the Project, transfer all rights and deliver to Client all written data and information generated by or for Developer in connection with the Project, and drawings, plans, books, records, contracts, agreements and all other documents and writings in its possession relating to its services or the Project. Client shall have the right to use the same without further compensation to Developer. Developer agrees, for itself and all persons retained or employed by Developer in performing its services, to hold in confidence and not to use or disclose to others any confidential or proprietary information of Client heretofore or hereafter disclosed to Developer.
- This confidentiality requirement includes but is not limited to any data, information, plans, programs, plants, processes, equipment, costs, operations, tenants, or customers which may come within the knowledge of Developer in the performance of, or as a result of, its services, except where: (i) Client specifically authorizes Developer to disclose any of the foregoing to others or (ii) disclosure reasonably results from the performance of Developer's duties; or (iii) such written data or information shall have theretofore been made publicly available by parties other than Developer.
14. **Authority of Developer.** Developer shall have no right or authority, express or implied, to commit or otherwise obligate Client in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by Client. This Agreement shall in no way be construed to authorize Developer to engage in any brokerage services or activities of any nature relating to the Project. Developer's responsibilities under this Agreement consist of advising and consulting with Client in connection with certain matters pertaining to the Project. While the Developer is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the Project, Developer shall work with Client in an effort to

cause the Project to be completed in accordance with the plans and specifications approved by Client within the time and at a price agreed to by Developer and Client.

15. **Taxes and Contributions.** Developer assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law all federal, state and local taxes and contributions with respect to, assessed against, or measured by Developer's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Developer in connection with its services, and any and all other taxes and contributions applicable to its services for which Developer may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.
16. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.
17. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
18. **No Continuing Waiver.** The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.
20. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice-versa as the context may require.
21. **Complete Agreement.** This Agreement is intended to be the entire agreement of the parties and may be amended only with the written consent of both parties.
22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CLIENT

Housing Authority of Clackamas County,
a public body corporate and politic of the Statue of Oregon

By: _____

Its: _____

DEVELOPER

Northwest Housing Alternatives, Inc., an
Oregon nonprofit public benefit corporation

By: _____

Its: _____

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing and Human Services Department

Date