

December 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Housing Authority Board of Commissioners  
 Clackamas County

**Approval of a Personal Services Contract with DDV Consulting Services for relocation of public housing residents. Total Contract Value is \$600,000 for 4 years. Funding is through the US Department of Housing and Urban Development. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Item briefed at Issues, December 3, 2024		
<b>Performance Clackamas</b>	This item aligns with the strategic priority to ensure safe, healthy, and secure communities by providing sustainable and affordable housing.		
<b>Counsel Review</b>	Yes, Andrew Naylor	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Devin Ellin	<b>Contact Phone</b>	971-227-0472

**EXECUTIVE SUMMARY:** The Housing Authority of Clackamas County (HACC), a component unit within the Housing and Community Development Division of the Health, Housing and Human Services Department, requests approval of a contract with DDV Consulting Services to provide relocation services to support public housing families impacted by the Housing Authority’s Public Housing Repositioning and these services will play a crucial role in supporting the Housing Authority’s repositioning efforts. This contract will be valid for 3 years and will have a total value of up to \$600,000. DDV was selected through a competitive Request for Proposals (RFP) process.

Founded in 2010, DDV Consulting has a proven track record of relocating over 7,000 individuals across 72 communities in Oregon and Washington. In the last five years, they have completed four Section 18 Disposition projects in collaboration with three different housing authorities and are contracted to undertake five additional projects by 2028. Since 2017, DDV Consulting has been working with the Housing Authority, effectively managing the temporary relocation of residents during the Hillside Manor RAD conversion and overseeing the relocation for Phase I of Hillside Park.

DDV Consulting will manage the relocation of HACC’s remaining public housing households, focusing on coordination and planning, conducting resident meetings, providing relocation advisory services, and

facilitating moves for residents provided a Section 8 Tenant Protection Voucher and the right to return to the redeveloped property when construction is completed. These relocation services are essential for successfully implementing ongoing and upcoming projects, including the disposition of Oregon City View Manor and the Scattered Sites portfolio.

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This contract is for up to \$600,000 for 3 years and is funded through federal funds. No County General Funds are involved.

**RECOMMENDATION:** Staff respectfully recommends that the Housing Authority Board approve the personal services contract (#11920) and authorize Chair Smith to sign on behalf of the Housing Authority.

Respectfully submitted,

*Rodney A. Cook*

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



**CLACKAMAS COUNTY**  
**PERSONAL SERVICES CONTRACT**  
**Contract # 11920**

This Personal Services Contract (this “Contract”) is entered into between DDV Consulting Services (“Contractor” or “DDV”), and the Housing Authority of Clackamas County, a public corporation organized under ORS Chapter 456, hereinafter referred to as (“HACC”).

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2028.
- 2. Scope of Work.** Contractor shall provide the following personal services: Resident relocation advisory services (“Work”), further described in **Exhibit A**. The Work is divided into two categories: Oregon City View Manor relocation work (“Oregon City View Manor Work”) and Scattered Site relocation work (“Scattered Site Work”).
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed six hundred thousand dollars (\$600,000), for accomplishing the Work required by this Contract. Consideration rates are as follows:
  - **Oregon City View Manor Work.** In consideration for Contractor performing the Oregon City View Manor Work, HACC will pay Contractor as follows:
    - o A one-time flat fee of \$10,000 for tenant interviews, to be paid within thirty (30) days of execution of this Contract;
    - o A monthly flat fee in the amount of \$18,315 per month;
  - **Scattered Site Work.** In consideration for Contractor performing the Scattered Site Work, HACC will pay Contractor as follows:
    - o A flat fee in the amount of \$1,500 per month for performing the Scattered Site Work;
    - o A per-tenant, per-location fee in the amount of \$1,800 to be paid to Contractor for each successful relocation, as determined by HACC in its sole discretion.
  - **Retainer Account (all Work).** HACC will pay Contractor a relocation retainer in the amount of \$100,000 to be held on a retainer basis in Contractor’s account. Contractor shall submit monthly draw requests on the first of each month to HACC to fund the monthly anticipated expenses related to relocation which will include, movers, transportations costs, security deposit and application fees. Each month the retainer account will be reconciled and receipts provided to HACC for funds drawn from the retainer account. Following the monthly reconciliation, HACC will pay Contractor an amount necessary to ensure the balance of \$50,000 is available at the beginning of each month. If Contractor fails to provide information required in this Article I, Subsection 3, or such information fails to support use of funds from the monthly retainer for eligible purposes, as determined by HACC in its sole discretion, HACC may require Contractor to refund all amounts paid from the monthly retainer, withhold payment from Contractor under this Contractor in amount of the ineligible use of the funds, hold Contractor in breach under this Contract, and/or pursue any and all rights available to HACC at law, in equity, or under the terms of this Contract .
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

Payments shall be made in accordance with ORS 293.462 to Contractor following HACC’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: [HCDD-AP@Clackamas.us](mailto:HCDD-AP@Clackamas.us), [dellin@clackamas.us](mailto:dellin@clackamas.us), and [glafleur@clackamas.us](mailto:glafleur@clackamas.us).

**5. Travel and Other Expense.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**6. Contract Documents.** This Contract includes Exhibit A which is attached and incorporated by reference. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit A are void.

**7. Contractor and HACC Contacts.**

Contractor Administrator: Darcy Vincent Phone: 971-246-1056 Email: vincent7313@comcast.net	HACC Administrator: Devin Ellin Phone: 971-227-0472 Email: dellin@co.clackamas.or.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 HACC 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, defend, save and hold harmless HACC, and its officers, elected officials, agents and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of HACC or any department of County, nor purport to act as legal representative of HACC or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC, nor shall Contractor settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045 or emailed to the HACC Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. HACC and Contractor intend that such Work Product be deemed “work made for hire” of which HACC shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 29, and 35, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in the HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties, (B) upon ninety (90) days written notice for convenience by either party; or (C) by HACC (i) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (ii) if contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by HACC, less any setoff to which HACC is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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 Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. RESERVED**
- 29. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that HACC marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential

Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

### **30. RESERVED**

**31. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason HACC is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, HACC is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless HACC provides prior written consent to such delegation.

Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide HACC with such Key Person's services unless HACC provides prior written consent to such reassignment or transfer.

32. RESERVED

33. RESERVED

34. RESERVED

35. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

DDV Consulting Services

  
Authorized Signature

11/15/24  
Date

DARCY VINCENT, PRESIDENT  
Name / Title (Printed)

603502574  
Oregon Business Registry #

LLC WASHINGTON  
Entity Type / State of Formation

Housing Authority of Clackamas County

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

  
County Counsel Date

11/18/2024

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

**Oregon City View Manor Work**

**Scope of Work**

The scope of work related to the Section 18 relocation of HACC's 100-unit public housing complex known as Oregon City View Manor is detailed below. It outlines the work DDV will complete beginning in November 2024, following HUD approval of the Section 18 application received on October 31, 2024.

- Schedule and conduct one-on-one resident interviews to determine relocation needs including accessibility requirements or special needs, accommodation, transportation, pet or aid animal assistance, packing and moving assistance required. This data will be maintained on a resident survey form and relocation opportunities will be pursued in accordance to the resident needs reflected on the survey. These will be completed in fall 2025.
- Obtain bids from moving companies on behalf of residents. Residents will have the choice of utilizing a moving company or requesting financial assistance through HACC.
- A phased moving schedule and updated relocation budget informed by resident interviews will be provided.
- Provide all HUD and or Uniform Relocation Act (URA) conforming notices and receive acknowledgements for relocation processes.
- Provide packing materials and boxes for residents to assist in relocation.
- Provide residents with weekly leads for replacement housing options.
- Schedule relocation in partnership with HACC, its Section 8 Administration, General Contractor and Management Staff.
- Provide copies of all documentation to HACC both electronically and in hard copy related to their relocation plan and services.
- Coordinate the completion of relocation forms and act as third-party facilitator in the administration of funds to eligible residents.
- Assess transportation needs and facilitate solutions for transportation to view replacement housing.
- Act as point of contact for residents and service providers during the relocation process.
- Have a staff member physically present on move out and move back days and to respond to resident questions or concerns.
- Respond to all resident correspondence within 24 hours.
- Provide weekly relocation updates to development and relocation teams.

**Scattered Sites Work**

**Scope of Work:**

The scope of work related to the Section 18 relocation of HACC's 145-unit Scattered Site portfolio is detailed below. It outlines the work DDV will complete beginning in November 2024, following HUD approval of HACC's Section 18 application received on September 25, 2024.

- Hold resident meetings which inform tenants of the Section 18 application approval.
- Send a survey to resident asking if anyone would like to receive a voucher move immediately.
- Schedule and conduct one-on-one resident interviews with voluntary movers to determine relocation needs including accessibility requirements or special needs, accommodation, transportation, pet or

aid animal assistance, packing and moving assistance required. This data will be maintained on a resident survey form and relocation opportunities will be pursued in accordance to the resident needs reflected on the survey. These will be completed in early 2025.

- Remaining resident interviews will be conducted in summer 2025.
- Obtain bids from moving companies on behalf of residents. Residents will have the choice of utilizing a moving company or requesting financial assistance through HACC.
- A phased moving schedule and updated budget informed by resident interviews will be provided.
- Provide all HUD and or URA conforming notices and receive acknowledgements for relocation processes.
- Provide packing materials and boxes.
- Provide residents with weekly leads for replacement housing options.
- Schedule relocation in partnership with HACC, its Section 8 Administration, General Contractor and Management Staff.
- Coordinate with HACC Staff on homeownership efforts and maintain a list of resident who will be purchasing their homes.
- Provide copies of all documentation to HACC both electronically and in hard copy related to their relocation plan and services.
- Coordinate the completion of relocation forms and act as third-party facilitator in the administration of funds to eligible residents.
- Assess transportation needs and facilitate solutions for transportation to view replacement housing.
- Act as point of contact for residents and service providers during the relocation process.
- Have a staff member physically present on move out and move back days and to respond to resident questions or concerns.
- Respond to all resident correspondence within 24 hours.
- Provide weekly Relocation Updates to development and relocation teams.

### **Retainer Account**

Contractor shall pay eligible tenant relocation expenses approved by HACC for both the Oregon City View Manor Work and Scattered Site Work. To pay for eligible expenses, Contractor shall establish a separate account for purposes of maintaining the \$100,000 relocation retainer set forth in Article I, Section 3 of the Contract. Contractor may only draw from the relocation retainer account to pay for eligible tenant relocation expenses approved by HACC, in its sole discretion, and which may include movers, transportations costs, security deposits, and application fees.