

November 14, 2019

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 Housing Program
Dollar Amount and Fiscal Impact	\$49,000
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	Previous IGA was approved on April 24 th , 2018
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	September 18, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9507

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.

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 Jill Smith, 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,

Handwritten signature of Richard Swift, Director of Health, Housing and Human Services. The signature is written in cursive and includes the text "Richard Swift, Director / FOR".

Richard Swift, Director
Health, Housing and Human Services

**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 7 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: Elizabeth Miller, 503-655-8279, emiller@clackamas.us

Liaison from SSD for the Program will be: Erika Silver, 503-650-5725, esilver@clackamas.us

Liaison from SSD will determine Case Manager assigned to program.

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, 2019 and will terminate on June 30, 2020. 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

Jill Smith, 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.

November 14th, 2019

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/year
Funding Source(s)	HACC Local Funds No County General Funds used
Duration	October 1, 2019 – September 30, 2020
Previous Board Action	Previous IGA was approved on April 24 th , 2018
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	September 18, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9508

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.

RECOMMENDATION:

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

Staff also recommends the Board authorize Jill Smith, 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,

 HHS deputy director / for

Richard Swift, Director
Health, Housing and Human Services

**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. Liaison Responsibility

Liaison from HACC for the Program will be: Elizabeth Miller, 503-655-8279, emiller@clackamas.us

Liaison from SSD for the Program will be: Erika Silver, 503-650-5725, esilver@clackamas.us

Liaison from SSD will determine Case Manager assigned to program.

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 October 1, 2019 and will terminate on September 30, 2020. 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

Jill Smith, 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.

November 14, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Metro and approval of the Local Implementation Strategy for the Metro Affordable Housing Bond

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Metro and approval of the Local Implementation Strategy for the Metro Affordable Housing Bond
Dollar Amount and Fiscal Impact	Bond revenues dedicated to Housing Authority of Clackamas County is \$116,188,094
Funding Source(s)	Metro Affordable Housing Bond No County General Funds used
Duration	July 1, 2019 – June 30, 2026
Previous Board Action	Intergovernmental Agreement and Local Implementation Strategy has been discussed in length during policy sessions on June 18, 2019, July 23, 2019 and September 4, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9530

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement (IGA) with Metro and approval of the Local Implementation Strategy (LIS), for the Metro Affordable Housing Bond.

On June 18, 2019, July 23, 2019 and September 4th, 2019, the LIS associated was brought before the Housing Authority Board for comment and preliminary approval to continue the document forward through its final negotiations in preparation for final approval by both Metro and HACC. The LIS has passed through the Metro Housing Bond Oversight Committee review process and was recommended for approval, and ultimately approved on September 19, 2019.

In addition, to the LIS, an Inter-Governmental Agreement (IGA) has been drafted by Metro and has been collaboratively worked on and reviewed by County Counsel, Metro staff and our participating jurisdictional partners. County Counsel and HACC staff agree with the terms and are asking the Board to approve and adopt. Following the final approval of these documents, Metro Housing Bond funds will be eligible for release to HACC for the development of bond financed developments within our County Urban Growth Boundary (UGB).

Further background information:

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

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


Subsequent to the actions listed above, voters in Clackamas, Washington, and Multnomah Counties approved in November of 2018, the creation of a Metro Affordable Housing Bond in the amount of \$652.8MM for the acquisition and new construction of affordable housing units throughout the Metro Urban Growth Boundaries of each jurisdiction (UGB).

Pursuant to the requirements of the Metro Affordable Housing Bond Framework, adopted by Resolution No. 19-4956 by Metro Council on January 31, 2019, the attached Local Implementation Strategy (LIS), in its final form, is a necessary step to establish Clackamas County's strategy for implementing bond resources throughout the applicable boundary within our County.

RECOMMENDATION:

Staff recommends the HACC Board approve the Intergovernmental Agreement with Metro and approve the Local Implementation Strategy for the Metro Affordable Housing Bond. Staff also recommends the Board authorize Richard Swift, Director of Health, Housing and Human Services, to sign the IGA on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

 Rodney A. Cook, HHS Deputy Director / FOR

Richard Swift, Director
Health, Housing and Human Services



Metro
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Affordable Housing Bond Measure Program IGA

Metro Contract No. XXXXX
H3S Contract No. 9530

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and Housing Authority of Clackamas County ("Local Implementation Partner" or "LIP"), located at 13930 S. Gain Street, Oregon City, Oregon 97045 and is dated effective as of the last day of signature set forth below (the "Effective Date").

RECITALS

- A. The electors of Metro approved Ballot Measure 26-199 on November 6, 2018 (the "Bond Measure"), authorizing Metro to issue \$652.8 million in general obligation bonds to fund affordable housing (the "Bonds").
- B. On January 31, 2019, the Metro Council adopted Resolution No. 19-4956, which, among other things, provides that Metro will distribute a portion of the proceeds of the Bonds (the "Bond Proceeds") to eligible local government affordable housing implementation partners, and LIP is a participating local government partner eligible to receive Bond Proceeds.
- C. The parties desire to enter into this Agreement to provide the terms and conditions under which Metro will provide Bond Proceeds to LIP to implement the Bond Measure goals, requirements, and restrictions set forth in the Work Plan.

AGREEMENT

1. Definitions. In addition to the definitions above, capitalized terms used in this Agreement have the definitions set forth in this Section 1.

1.1. "Administrative Costs" means Capital Costs that are not Direct Project Costs, including general program administrative expenses (e.g. staff support and overhead costs attributable to Bond Measure program implementation), expenses related to community engagement and outreach, and payments to third-party consultants (e.g. realtors, appraisers, surveyors, title insurers, environmental evaluators, designers, and engineers).

- 1.2. "Administrative Share" means that portion of the Bond Proceeds totaling \$2,446,065.
- 1.3. "Affordable Housing" means land and improvements for residential units occupied by low-income households making 80% or less of area median income, consistent with the intents and purposes of the Bond Measure.
- 1.4. "Affordable Housing Project(s)" or "Projects" means Affordable Housing that is developed, built or acquired by LIP using Bond Proceeds, or supported by LIP through grants or loans of Bond Proceeds, burdened by a Restrictive Covenant.
- 1.5. "Area Median Income" or "AMI" means median gross household income, adjusted for household size, for the Portland, Oregon metropolitan statistical area as established each year by HUD.
- 1.6. "Capital Costs" means costs of Affordable Housing that are capitalizable under generally acceptable accounting principles (GAAP), which costs include the costs of capital construction, capital improvements or other capital costs, as those terms are defined by the relevant provisions of the Oregon Constitution and Oregon law (including ORS 310.140).
- 1.7. "Concept Endorsement" is as defined in Section 4.1, below.
- 1.8. "Conversions" means conversion of existing, occupied market-rate housing units to Affordable Housing units burdened by a Restrictive Covenant.
- 1.9. "Direct Project Costs" means Capital Costs that are expended for the acquisition, development, or construction of an Affordable Housing Project.
- 1.10. "Disbursement Request" is as defined in Section 4.3, below.
- 1.11. "Eligible Share" means that portion of the Bond Proceeds totaling \$113,488,094.
- 1.12. "Final Approval" is as defined in Section 4.2, below.
- 1.13. "LIS" means the LIP's local implementation strategy document adopted by LIP and attached to this Agreement as **Exhibit A**.
- 1.14. "LIS Annual Progress Report" is as defined in Section 9.1, below.
- 1.15. "New Construction" means development and construction of a new Affordable Housing Project.
- 1.16. "Oversight Committee" means the Affordable Housing Bond Community Oversight Committee created pursuant to Metro Code Section 2.19.260.
- 1.17. "Project Funds" means that portion of Eligible Share committed through the Project approval process set forth and distributed in accordance with Section 4.
- 1.18. "Property Acquisitions" means real property acquisitions by LIP to be used for future development of an Affordable Housing Project.

- 1.19. "Regional Investment" is as defined in Section 2.2, below.
- 1.20. "Regional Site Acquisition Program" means the program implemented by Metro to use Bond Proceeds to acquire and develop regionally significant sites for Affordable Housing.
- 1.21. "Restrictive Covenant" is as defined in Section 5, below.
- 1.22. "Term" is as defined in Section 11.1, below.
- 1.23. "Unit Production Targets" means those targets set forth in Section 2.1 below, and include the "Total Unit Target," the "30% or Below Target," the "31%-60% Unit Target," the "61-80% Cap," and the "Two-Bedroom+ Target," each as defined in Section 2.1.
- 1.24. "Unit(s)" means residential units in an Affordable Housing Project.
- 1.25. "Work Plan" means Metro's Affordable Housing Bond Measure Program Work Plan adopted by the Metro Council by Resolution 19-4956, as subsequently amended by the Metro Council on October 17, 2019 by Resolution 19-5015.

2. Unit Production Targets

2.1. Unit Production Targets. LIP hereby agrees to adopt and take all necessary and appropriate action to implement the Unit Production Targets set forth below. The parties anticipate the LIP's Unit Production Targets will be met using a combination of funds, including LIP's Eligible Share and Metro's Regional Investment. LIP's failure to make reasonable progress towards meeting its Unit Production Targets, in accordance with the timeline attached hereto as **Exhibit B**, is grounds for termination of this Agreement by Metro as provided in Section 11, after which Metro shall have no further obligation to distribute the Eligible Share.

- 2.1.1. Total Unit Target: 812. This is the minimum total number of Units to be built or acquired using LIP's Eligible Share. Should LIP build or acquire additional units above the Total Unit Target using its Eligible Share, those units may be occupied by households earning anywhere between 0-80% so long as 30% or Below Target and the 31%-60% Unit Target have been satisfied.
- 2.1.2. 30% or Below Target: 333. This is number of the Total Unit Target that will be restricted to households earning 30% or less of AMI, in accordance with the terms of the Restrictive Covenant.
- 2.1.3. 31%-60% Unit Target: 398. This is number of the Total Unit Target that will be restricted to households earning 31%-60% of AMI, in accordance with the terms of the Restrictive Covenant.

2.1.4. 61-80% Cap: 81. This is the maximum number of units contributing to the Total Unit Target that may be restricted to households earning 61-80% of AMI.

2.1.5. Two-Bedroom+ Target: 406. This is number of the Total Unit Target that will be two bedrooms or more.

2.2. Impact of Regional Program. Metro will use ten percent of the total Bond Proceeds to fund and operate its Regional Site Acquisition Program. The parties expect that Metro's Site Acquisition Program will spend approximately \$12,909,788 within LIP's jurisdictional boundary (the "Regional Investment"). Units created in projects that utilize Regional Investment will contribute towards LIP's Unit Production Targets, unless otherwise agreed to by the parties. Metro will make good faith efforts to coordinate and consult with LIP to ensure Metro's decisions regarding the Regional Investment support LIP in reaching its Unit Production Targets. Once LIP has spent or has committed to spend 75% of its Eligible Share, if Metro has not yet spent, or committed to spend, the Regional Investment, then the parties will meet to discuss potential alternative options for how the Regional Investment could be spent by Metro to support LIP's remaining Unit Production Targets. If following such meeting the parties are still unable to identify opportunities for collaboration or agreeable potential alternative options, then LIP's Unit Production Targets will be reduced by the lesser of (a) ten percent or (b) the proportionate share equal to the amount of Regional Investment Metro has not yet spent.

3. Local Implementation Partner's Eligible Share.

3.1. Direct Project Costs; Consistency with LIS. Subject to the terms and conditions of this Agreement, including Section 4, below, and the requirements, limits, and restrictions set forth in both the Work Plan and the Bond Measure, Metro will provide to LIP the Eligible Share on a Project-by-Project basis. LIP may only spend the Eligible Share on Direct Project Costs that are consistent with its LIS, as determined by Metro, in Metro's reasonable discretion, and will spend no portion of the Eligible Share on Administrative Costs.

3.2. Public or Private Ownership. LIP may use its Eligible Share to support the creation of Affordable Housing that is either privately or publicly owned. The Eligible Share may be contributed to privately-owned Projects in the form of loans or grants on terms approved by LIP. The identification and selection of a Project will be at the discretion of LIP, provided, however, all Project selections must comply with the LIS and contribute towards the Unit Production Targets. Publicly-owned Affordable Housing financed with the LIP's Eligible

Share must contribute to the Unit production Targets and must comply with the LIS and the terms and conditions of this Agreement, including, without limitation, the same Project Requirements provided for in Section 5 below.

3.3. Approved Project Types. LIP may use its Eligible Share only for the types of projects described in the Work Plan. As of the Effective Date, the Work Plan sets forth the following approved types of Affordable Housing Projects: (a) New Construction, (b) Conversions, and (c) Property Acquisitions.

4. Metro Approval Process; Disbursement of Funds; Repayment

4.1. Concept Endorsement. In order for LIP to receive a disbursement of its Eligible Share to fund a New Construction or Conversion Project, LIP must receive an initial funding commitment for such Project (the "Concept Endorsement") from Metro. LIP's request for a Concept Endorsement must include general project information, including a project narrative, preliminary sources and uses information, a draft project site plan, copies of relevant due diligence documents, and any other information Metro deems reasonably necessary to issue a Concept Endorsement. Metro will issue the Concept Endorsement to LIP upon Metro's determination that (a) the Project will reasonably contribute to the Unit Production Targets relative to the amount of the Eligible Share LIP proposes to use for the Project; and (b) the Project will be consistent with the LIS, the Work Plan and the Bond Measure.

4.2. Final Approval. In order for LIP to use its Eligible Share for an Affordable Housing Project, LIP must have received final approval from Metro, as described in this section ("Final Approval"). Metro will issue Final Approval to LIP upon Metro's determination that (a) the proposed Project reasonably contributes to the Unit Production Targets relative to the amount of the Eligible Share proposed to be used for the Project; and (b) the Project is consistent with the LIS, the Work Plan, and the Bond Measure. LIP's request for Final Approval will include the Project information described above in Section 4.1, as well as any additional information Metro reasonably requests related to the finalized development program, including design development drawings and an updated sources and uses budget. If after receiving Final Approval, the amount of the Eligible Share initially proposed and approved increases or the Project's unit count, bedroom mix, or affordability level changes, then LIP must submit an amended request for Final Approval for the Project. Metro will review such an amended request (along with any related Disbursement Request) expeditiously, making best efforts to accommodate LIP's anticipated Project closing timeline.

4.3. Disbursement. Following Metro's Final Approval of LIP's proposed use of its Eligible Share for an Affordable Housing Project, LIP may request disbursement of the Project Funds from Metro ("Disbursement Request"). Such request will be made in writing (a) no more than 45 days and (b) no less than 10 business days prior to any anticipated closing or need for use. The Disbursement Request will include: (a) a certification from LIP to Metro that the Project information LIP provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way; (b) a completed draft of the proposed Restrictive Covenant that LIP intends to record against the Project in accordance with Section 5 below, (c) a list of finalized sources and uses, (d) a final construction contract schedule of values, if applicable, and (e) wiring instructions or other instructions related to the transmittal of funds. LIP will provide to Metro any other information as Metro may reasonably request related to the Project. Metro will review Disbursement Requests expeditiously and will disburse funds within 10 business days of receiving a completed Disbursement Request.

4.4. Project Failure and Repayment. LIP will use the Project Funds strictly in accordance with the manner and method described in the Final Approval. If the Project financing transaction for which disbursement was sought fails to close within sixty (60) days after Metro disburses the requested funds, then, unless otherwise directed in writing by Metro, LIP will immediately repay to Metro the amount of its Eligible Share disbursed for the Project, including any interest earned thereon. If LIP uses Project Funds for a Property Acquisition, and is thereafter unable to make substantial progress, as reasonably determined by Metro, towards the development of Affordable Housing on the property within four (4) years following the closing date of the Property Acquisition (or such other time period agreed to in writing by Metro), LIP will repay to Metro the amount of the Eligible Share disbursed for the Property Acquisition. LIP acknowledges and expressly affirms its repayment obligations set forth in this section even if such failure is through no fault of LIP. LIPs remaining Eligible Share will be adjusted and increased to reflect such repayment.

5. Affordable Housing Restrictive Covenant.

5.1. General Provisions and Recording Obligations. For all Projects that receive Bond Proceeds, LIP will ensure an affordable housing restrictive covenant (a "Restrictive Covenant") is recorded on the title to the land that comprises the Project. The Restrictive Covenant must be recorded at closing, or upon LIP's contribution of the Bond Proceeds to a Project. LIP will provide Metro a copy of the recorded Restrictive Covenant within ten (10) business days following its recording. If for any reason LIP fails to record a Restrictive Covenant

in accordance with this section, Metro may, at its sole option and upon written notice to LIP, terminate this Agreement in accordance with Section 11, in which case LIP will refund Metro the Bond Proceeds disbursed to LIP for such Project.

5.2. Form for Property Acquisitions. For Property Acquisitions, the Restrictive Covenant will be granted to Metro directly, be recorded in such priority approved by Metro, and shall be substantially in the form attached hereto as **Exhibit C**, or as otherwise approved by Metro.

5.3. Form for New Construction and Conversion Projects. For New Construction Projects and Conversion Projects, the Restrictive Covenant will (a) acknowledge the use of Bond Measure funds, (b) include applicable long-term affordability restrictions, (c) burden the property for a minimum duration of sixty (60) years or thirty (30) years for Conversion Projects where the building is more than ten (10) years old, (d) provide monitoring and access rights to LIP and Metro, (e) name Metro as a third-party beneficiary and (f) unless otherwise agreed to in writing by Metro, be recorded in a priority position only subject to and subordinate to a primary first mortgage or deed of trust and State low-income housing regulatory agreements. The monitoring, access and third party beneficiary language will be subject to Metro's review and approval during the Final Approval process. LIP acknowledges that such language will require Projects to provide to Metro certain data (including financial reports, physical inspection reports, and tenant data) typically collected and prepared by Oregon Housing and Community Services. Metro acknowledges that the Restrictive Covenant may provide for a waiver or temporary relief from the limitations on qualifying income, in order to address incomes rising in place to avoid undue hardship or displacement, or to conform to other regulatory or policy requirements.

6. Project Information Reports; Funding Recognition

6.1. Project Information and Updates. Upon Metro's disbursement of Eligible Share for any particular Project, LIP will provide Metro with regular updates regarding Project construction and completion. LIP will notify Metro of any events during construction that materially affect the Project, including (a) significant extensions of the Project schedule, (b) significant increases to the Project budget, (c) any notices of default issued by LIP or other Project lenders, or (d) any other changes that impact the quality or nature of the Project described in the Final Approval process. If any such material events occur during Project construction, LIP will provide Metro with any additional information Metro reasonably requests related to such events. In addition to providing the general Project updates and information

described above, LIP will provide Metro with the documents listed on the attached **Exhibit D** at the Project milestones referenced therein.

6.2. Funding Recognition. LIP will publicly recognize Metro and the Bond Measure in any publications, media presentations, or other presentations relating to or describing Projects receiving Bond Proceeds. LIP will coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate. LIP will ensure that the Bond Measure is officially recognized as a funding source at any such event, and will provide a speaking opportunity for the Metro elected official representing the district in which the Project is located, if such opportunities are provided to LIP or other public officials.

7. Administrative Funding. Subject to the terms and conditions of this Agreement, and the requirements and restrictions set forth in both the Work Plan and the Bond Measure, Metro will provide LIP the Administrative Share. Within thirty (30) days of the Effective Date, Metro will disburse to LIP its Administrative Share in accordance with the schedule set forth on Exhibit B attached to this Agreement. Interest earnings on the Administrative Share while held by LIP may be retained by LIP, provided such interest is used for affordable housing, residential services, or supportive services for residents of affordable housing. Metro's obligation to distribute the Administrative Share is conditioned on LIP making reasonable progress towards its Unit Production Targets, as reasonably determined by Metro in accordance with the timeline set forth on the attached Exhibit B.

8. General Obligation Bonds. All Bond Proceeds disbursed to LIP pursuant to this Agreement (including both the Eligible Share and the Administrative Share) are derived from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11 and 11b of the Oregon Constitution. LIP covenants and agrees that it will take no actions that would adversely affect the validity of the Bonds or cause Metro not to be able to levy and collect the real property taxes imposed to repay these bonds, which are exempt from Oregon's constitutional property tax limitations. LIP further covenants and agrees that (a) all Bond Proceeds disbursed hereunder will be used only to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Costs (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds; and (b) within ten (10) days of the event, LIP

will disclose to Metro any events that are required to be included in Metro's continuing disclosure obligations as the issuer of the general obligation bonds. If LIP breaches the foregoing covenants, LIP will immediately undertake whatever remedies or other action may be necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, repayment to Metro of Project Funds.

9. LIP Required Annual Reporting

9.1. Local Implementation Strategy Progress Reports. By the end of each calendar year of the Term, or until LIP has fully expended its Eligible Share, LIP will provide a report to Metro summarizing its LIS progress and outcomes (the "LIS Annual Progress Report"). LIP will create the LIS Annual Progress Report using a template provided by Metro, which template Metro will develop with input from all participating local government partners receiving Bond Proceeds. The Oversight Committee will review the LIS Annual Progress Report and may recommend changes to the LIS to achieve the Unit Production Targets and to better align the LIS with the Work Plan. LIP agrees to participate fully in such annual review process; provided, however, the LIS may be revised or amended only upon written agreement by both LIP and Metro. Failure by LIP to agree to a proposed amendment will not constitute an event of default.

9.2. Financial Eligible Share Reports. Beginning with Metro's first disbursement of any portion of the Eligible Share to LIP for a Project, and continuing each year thereafter, on or before September 15 of each year during the Term until Unit Targets are completed and/or all Eligible Share is disbursed, LIP will provide an annual financial report to Metro containing (a) an itemized list of LIP's expenditure of Project Funds (and interest earnings thereon) through the end of the applicable fiscal year and (b) a certification from LIP to Metro that the Eligible Share was used only to pay for or Capital Costs.

9.3. Administrative Share Reports. On or before September 15 of each year during the Term, LIP will provide an annual report to Metro containing (a) an itemized list of LIP's expenditure of its Administrative Share (and any investment earnings thereon) through the end of the prior fiscal year detailing each entity LIP paid any portion of the Administrative Share and (b) a certification from LIP to Metro that the Administrative Share was used only to pay for or Capital Costs.

10. Audits, Inspections and Retention of Records. LIP will keep proper books of account and records on all activities associated with the expenditure of all funds disbursed by Metro under this Agreement. LIP will maintain these books of account and records in accordance with generally

accepted accounting principles through the date that is three (3) years after the anticipated maturity date of the Bonds or the anticipated maturity date of any obligations issued by Metro to refund the Bonds. Metro expects the Bonds will be outstanding until approximately May of 2039. LIP will permit Metro and its duly authorized representatives, upon prior written notice, to inspect books and records, properties, all work done, labor performed and materials furnished during normal business hours, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Bond Proceeds received from Metro. Access to these books of account and records is not limited to the required retention period. Metro's authorized representatives will have access to records upon reasonable notice at any reasonable time for as long as the records are maintained

11. Term; Termination; Default Remedies; Dispute Resolution

11.1. The term of this Agreement commences on the Effective Date and terminates on ten years after the Effective Date (the "Term"). The expectation of the parties is that LIP will spend its Eligible Share within seven (7) years after the Effective Date and that all Projects will be completed within the Term of this Agreement. Metro will have no obligation to disburse any remaining portion of LIP's Eligible Share or Administrative Share after the expiration of the Term. The repayment obligations and indemnities set forth in Sections 4, 5, 8 and 14 survive the expiration or earlier termination of this Agreement.

11.2. Metro and LIP may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon the mutual, written termination agreement signed by both Metro and LIP.

11.3. If Metro reasonably believes LIP is not spending its Eligible Share according to the terms herein or otherwise has otherwise failed to comply with the terms of this Agreement, in addition to any other rights and remedies set forth herein or available at law, or in equity, Metro has the right to immediately withhold or suspend future distributions of Eligible Share and Administrative Share. In such an event Metro will provide LIP with written notice of such determination and will thereafter proceed with the dispute resolution provisions set forth below in Section 11.4.

11.4. Metro and LIP will negotiate in good faith to resolve any dispute arising out of this Agreement. Subject to the provisions set forth below, Metro or LIP may terminate this Agreement during the term if it reasonably determines the other party has failed to comply with any material provision of this Agreement and is therefore in default. Before terminating this Agreement in accordance with this section, the terminating party will provide the other party with

written notice that describes the evidence of default and include a description of the steps needed to cure the default. From the date that such notice of default is received, the defaulting party will have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, the defaulting party will have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. If the parties are unable to resolve any dispute within thirty (30) days of after receipt of a written notice of default or such additional time as may be needed to reasonably cure the default, the parties will attempt to settle any dispute through mediation. The parties shall attempt to agree on a single mediator. The cost of mediation will be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the parties otherwise agree. If the parties cannot agree on a mediator, or the matter is not settled during mediation, the parties will have all other remedies available at law or in equity.

12. Notices and Parties' Representatives

12.1. Any notices permitted or required by this Agreement will be addressed to the other party's representative(s) designated in this section and will be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via electronic communication, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this.

Metro:

Emily Lieb

600 NE Grand Ave.

Portland, OR 97232

503-797-1921

Emily.Lieb@oregonmetro.gov

Housing Authority of Clackamas County:

Stephen McMurtrey

13930 S. Gain Street

Oregon City, OR 97045

503-650-3414

SMcMurtrey@clackamas.us

13. Compliance with Law

13.1. LIP will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Bond Proceeds.

13.2. LIP further recognizes that investing Bond Proceeds (through either a loan or grant) could result in a Project being a “public works” for purposes of Oregon’s prevailing wage rate law, ORS 279C.800 to 279C.870, as it may be amended from time to time. LIP will be solely responsible for ensuring that all Projects receiving Bond Proceeds comply with prevailing wage rate law, as applicable.

13.3. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of LIP receiving funds pursuant to this Agreement.

14. Insurance; Indemnification; Limitation on Liability

14.1. Metro and LIP will self-insure or maintain general liability insurance and workers compensation insurance coverage. Each party is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement. LIP will add Metro as an additional insured to all commercial general, excess and umbrella liability policies. LIP will provide a certificate of insurance listing Metro as a certificate holder within 30 days of execution of this Agreement.

14.2. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, LIP will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney’s fees in defense of Metro or any attorney’s fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of LIP’s performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by LIP, its officers, employees, agents, and contractors. This indemnity includes any third-party claims related to the development, construction, operation, repair, or maintenance of Affordable Housing Projects. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

14.3. In no event will either party be liable to the other for, and each party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses

or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a party's sole, joint or concurrent negligence.

15. Oregon Law, Dispute Resolution, and Forum. This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and LIP arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

16. No Third Party Beneficiaries. LIP and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries hereof. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

17. Relationship of Parties. Nothing in this Agreement nor any acts of the parties hereunder will be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any LIP and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any Project funded with Bond Proceeds. This Agreement is not intended to be a contract that provides for the development or construction of any Project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of the developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with LIP to which Metro is not a party. LIP waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any Affordable Housing Projects. If LIP obtains an indemnification agreement from any third-party developer or general contractor receiving Bond Proceeds under this Agreement, LIP will contractually require such party to indemnify Metro to the same extent as LIP.

18. Assignment; Merger; Entire Agreement. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by LIP without Metro's written consent. This Agreement and attached

exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision. No waiver, consent, modification or change of terms of this Agreement will bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by that party of that provision, or of any other provision.

19. Further Assurances. Each of the parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

21. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

22. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

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

Metro

**Housing Authority for Clackamas
County**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Clackamas County
Local Implementation Strategy (LIS)
Metro Affordable Housing Bonds

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