

PASSED

IN THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY (HACSA)

RESOLUTION AND ORDER

05-3-9-1H

In the Matter of Entering into an Intergovernmental Agreement with Lane County to Accept \$225,000 for Construction of Road Fund Eligible Improvements to Assist the Turtle Creek Affordable Housing Project in Eugene.

WHEREAS, HACSA recognizes the need to address the community issues of homelessness and increasing the supply of permanent, affordable housing for lower income households;

WHEREAS, HACSA has initiated the development of Turtle Creek Affordable Housing Development to address such community needs;

WHEREAS, the Intergovernmental Housing Policy Board has requested that HACSA obtain additional subsidies to provide for rents affordable to very low-income households and families;

WHEREAS, HACSA wishes to obtain assistance from Lane County to assist in creating these lower rents;

NOW, THEREFORE, it is hereby resolved and ordered that:

THE BOARD ORDER BE APPROVED AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH LANE COUNTY DESIGNATING THE USE OF COUNTY ROAD FUNDS IN THE NOT-TO-EXCEED AMOUNT OF \$225,000 FOR CONSTRUCTION OF ROAD FUND ELIGIBLE IMPROVEMENTS TO ASSIST THE TURTLE CREEK AFFORDABLE HOUSING PROJECT.

DATED this 9th day of March, 2005

Anna Morrison
Chair, HACSA Board of Commissioners

In the Matter of Entering into an Intergovernmental Agreement with Lane County to Accept \$200,000 for Construction of Road Fund Eligible Improvements to Assist the Turtle Creek Affordable Housing Project in Eugene.

APPROVED AS TO FORM
Date 2/28/05 Lane County
Teresa [Signature]
OFFICE OF LEGAL COUNSEL

ATTACHMENT 1
Turtle Creek

DRAFT INTERGOVERNMENTAL AGREEMENT
FEBRUARY 2005



**Agreement
For
Turtle Creek Affordable Housing Project
Project # 0870-9**

THIS AGREEMENT entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY** and the Housing Authority and Community Services Agency of Lane County, a public corporation organized under the State of Oregon, hereinafter referred to as **HACSA**.

RECITALS

WHEREAS, Lane County has entered into an Intergovernmental Agreement to participate in an effort with the City of Springfield, the City of Eugene and the Housing Authority and Community Services Agency (HACSA) to coordinate local resources in addressing the housing needs of Lane County; and

WHEREAS, through this agreement, Lane County has agreed to consider requests for County road funds for eligible improvements that could assist in the development of additional low-income housing; and

WHEREAS, Lane County has allocated funding in the adopted FY 05-09 Capital Improvement Program for roads for assisted housing projects; and

WHEREAS, **HACSA** has requested \$225,000 of County road funds for construction of street and road fund eligible improvements to assist the Turtle Creek housing project, a 27-unit development for low-income households. Street and road fund eligible improvements to be constructed in conjunction with the Turtle Creek development will hereinafter be referred to as **PROJECT**. Those costs deemed County road fund ineligible as defined by the Oregon Constitution will be funded by **HACSA**; and

WHEREAS, the Housing Policy Board, the intergovernmental body for overseeing joint housing development initiatives between jurisdictions in Lane County, has expressed its support for the Turtle Creek affordable housing project; and

WHEREAS, through adoption of Board Order XX-XX-XX-X, the Board has authorized the expenditure of \$225,000 of County road funds for eligible **PROJECT** construction costs; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties agree as follows:

AGREEMENT TIME

1. This Agreement becomes effective on the date of the execution of said Agreement by both parties and remains in effect throughout the term of the Agreement unless extended with the written concurrence of both parties.

2. This Agreement will expire one (1) year from the date of execution of said Agreement or upon satisfaction of all Agreement terms, whichever occurs first, unless the parties mutually agree to extend the expiration date.

RESPONSIBILITIES - HACSA AND COUNTY

HACSA shall:

1. Designate a representative to serve as project coordinator and point of contact with regard to County activities related to **PROJECT**.
2. Dedicate necessary public right-of-way including preparation of easement and dedication documents for **PROJECT**. **HACSA** will also provide **COUNTY** with documentation of the City of Eugene's formal acceptance of the road or its eminent intent to do so. **COUNTY** will reimburse **HACSA** for eligible project costs upon satisfaction of this provision and all other agreement terms.
3. Coordinate with utility agencies for utility design and scheduling of utility installation.
4. Be responsible for all ineligible costs plus eligible costs exceeding the **COUNTY** allocation. Ineligible costs (as defined by the Oregon Constitution) shall include but will not be limited to sanitary sewer construction and related engineering costs.

COUNTY shall:

1. Designate a representative to serve as project coordinator and point of contact with regard to County activities related to **PROJECT**.
2. Obtain any required permits.
3. Design and construct project. Activities include, but are not limited to, the following:
 - Prepare and review project plans and specifications for determination of road fund eligibility;
 - Prepare project bid format to ensure road fund eligible activities are identified as separate line items;
 - Carry out **PROJECT** administration;
 - Review and approve landscaping costs to ensure they do not exceed 6% of County allocation;
 - Review and approve final project accounting for road fund eligible activities

BOTH PARTIES agree:

This agreement constitutes the entire agreement between the **COUNTY** and **HACSA** on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both the **COUNTY** and **HACSA**. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure of the Board to enforce any provision of this agreement shall not constitute a waiver by the **COUNTY** of that provision or any other provision. **HACSA**, by the signature below of its

authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

INDEMNITY

1. **HACSA** agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of **HACSA**, its agents, representatives or subcontractors, in the performance of or failure to perform this contract.

GENERAL PROVISIONS

1. **Persons Not To Benefit.** No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise there from.

2. **No Third Party Beneficiaries.** The **COUNTY** and **HACSA** are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

3. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the **COUNTY** and **HACSA** and their respective successors and assigns; provided however that **HACSA** may not assign this Agreement or any interest therein without the prior written consent of the **COUNTY**, which consent may be withheld for any reason.

4. **Severability.** The **COUNTY** and **HACSA** agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provisions held to be invalid.

5. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the **COUNTY** or **HACSA** at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

HACSA

By: _____
Chris Todis

Title: Executive Director

Address: _____

Phone: _____

Date: _____

LANE COUNTY

By: _____
William A. Van Vactor

Title: County Administrator

Date: _____
