#### AMENDMENT NO. 2

### Subrecipient Contract No. 32000138

The above referenced Subrecipient Contract (as previously amended) between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and the Housing Authority of Portland (HAP), hereafter called Subrecipient, is hereby amended as follows:

### 4. <u>Compensation</u> is amended to:

The total amount of compensation is amended and shall not exceed \$4,873,065 (\$3,973,668 in Homelessness Prevention and Rapid Rehousing Program (HPRP) funds, \$649,397 in HOME funds, and \$250,000 in City general funds). The compensation requirements are contained in Section IV.

### Section I: Scope of Services

#### The first paragraph of Section I is amended to:

This contract incorporates services delivered through three initiatives, funded from three sources, each with separate effective time periods:

Initiative	Fund Source	Fund Amount	Effective time period
STRA	HOME	\$649,397	July 1, 2009 – June 30, 2011
STRA	Homelessness Prevention and Rapid Rehousing Program (HPRP) funds available through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA or the Recovery Act)	\$2,973,668	July 30, 2009 – June 30, 2011
Culturally-specific STRA	City general fund	\$250,000	July 1, 2010 – June 30, 2011
Schools and Housing Stabilization Fund	HPRP/ARRA	\$1,000,000	July 30, 2009 – June 30, 2011

Elements of the scope of services are divided generally by initiative, and further by funding source.

Section I.A.3 is added as follows:

3. Culturally-specific STRA

For STRA program activities funded with Culturally-specific STRA City general funds, Subrecipient will:

a. Subgrant City general funds to STRA agencies in the amounts and to serve the culturally-specific target populations as follows:

AGENCY	Total Culturally- Specific STRA Award		Target Household Population(s)	
Catholic Charities/El Programa Hispano	\$	67,871	Hispanic or Latino	
Immigrant & Refugee Community Organization (IRCO)	\$	61,261	African immigrant and Asian	
Insights Teen Parent Program	\$	11,680	African American	
Native American Rehabilitation Association	\$	29,749	Native American	
Native American Youth & Family Center	\$	16,634	Native American	
Neighborhood House	\$	4,848	African immigrant	
Portland Impact	\$	22,918	Slavic	
Self Enhancement, Inc.	\$	35,038	African American	
Total	\$	250,000		

- b. Limit eligible participants to individuals, couples, and families with a gross household income at or below 50% area median income at program intake. Subrecipient will ensure that funds and associated services are further targeted to households within each STRA provider's target population(s) as described in I.A.3.a, but are not restricted solely to those populations, so as to preserve the STRA program "no wrong door" policy.
- c. Limit participants who reside in permanent subsidized housing at program intake to no more than 2 months of financial assistance. Subrecipient may review exceptions to this limit on a case-by-case basis and approve such exceptions when subrecipient determines there to be good cause for such an exception. If Subrecipient intends to review exceptions, Subrecipient will develop reasonable policies to define circumstances constituting good cause for exceptions and clear procedures for submission, review, acceptance and denial of requests for exceptions and for clear communication of review decisions.
- d. Limit eligible costs to the following:
  - i. Financial Assistance:
    - 1. application and move-in fees, including utility or security deposits required for move-in
    - 2. current rent payments
    - 3. past-due rent or other rental housing-related debt, provided that the payment will eliminate a barrier to the participant household accessing permanent housing
    - 4. current or past-due mortgage payments, provided that:
      - a. STRA program staff assess that the planned mortgage assistance meets a defined financial need of known short-term duration, such that planned assistance will alleviate the need for additional or ongoing mortgage

assistance (for example, a household experiences an unexpected loss of income such that they are unable to pay one month's mortgage, but have identified income sources to cover future months' payments), *or* 

b. mortgage payment assistance is made as part of a longer-term foreclosure prevention plan developed in conjunction with a mortgage, credit, or other financial counselor or planner who has determined that such payment:

- i. is necessary to prevent the household from becoming homeless
- ii. is likely to provide temporary financial stability that will allow the household to:
  - 1. access alternate longer-term mortgage assistance (for example Oregon Housing and Community Services "hardest-hit" funds), *or*
  - 2. prevent foreclosure through negotiation with the lender or restructuring of the debt, *or*
  - 3. resume full mortgage payments at the end of program assistance
- iii. will prevent or end any associated foreclosure proceedings
- iv. is not needed due to financial circumstances that were within the household's control (e.g. the household chose to forego payment of mortgage obligations despite the ability to do so with the presumption or expectation that a STRA provider would pay mortgage costs)
- 5. other forms of flexible client assistance may be provided to promote household's housing stability, but such assistance should generally be limited to 10% of each STRA agency's culturally-specific STRA funding
- ii. STRA agency administrative or program expenses limited to the percentage requested the STRA agency in original request for funding proposal.
- e. Reduce unnecessary paperwork and standardized requirements where appropriate to support high system and agency outcomes and promote best practices in service delivery. For example, federal regulations which relate to HOME will not be mandated for non-HOME rental assistance services.

#### Section II: Performance Measures

Section II.A and its subsections are amended to:

- A. Outputs: The successful completion of the project shall be measured against the following quantitative measures of performance:
  - 1. Provide Financial Assistance services, including rent assistance, to 1770 eligible households:
    - a. 130 households via HOME STRA funds
    - b. 1295 households via HPRP/ARRA STRA funds
    - c. 175 households via HPRP/ARRA Schools and Housing Stabilization Fund
    - d. 170 households via culturally-specific STRA funds
    - e. # of household/individuals who receive less than 12 months of HOME rent assistance
    - f. # of households/individuals who are homeless at start of service
    - g. # of households/individuals who are chronically homeless at start of service
    - h. *#* of households/individuals who receive eviction prevention services at start of service

#### Section II.B.1.a is amended to:

- B. Outcomes
  - 1. For all initiatives
    - a. 1770 households will have access to Financial Assistance, including rent assistance (and necessary supportive services) and will show an ability to sustain their housing as follows:
      - 1. 90% of households will remain housed 3 months after TBRA ends.
      - 2. 80% of households will retain housing 6 months after TBRA ends.
      - 3. 70% of all households will retain housing 12 months after TBRA ends.

### Section III: Compensation and Method of Payment

Section III.A and its subsections are amended to:

- A. It is agreed that total compensation under this Contract shall not exceed FOUR MILLION, EIGHT HUNDRED SEVENTY-THREE THOUSAND, AND SIXTY-FIVE DOLLARS (\$4,873,065). This includes:
  - \$3,973,668 in Homelessness Prevention and Rapid Rehousing Program (HPRP/ARRA) funds, which may be expended for eligible activities between July 30, 2009, and June 30, 2011.
  - 2. \$649,397 in HOME funds, which may be expended for eligible activities between July 1, 2009, and June 30, 2011.
  - 3. \$250,000 in City general funds, which may be expended for eligible activities between July 1, 2010, and June 30, 2011.

### Section IV: Reporting

### Section IV.A.1 is amended to:

Report Forms (Exhibits B-1, B-2, B-3, B-4, B-5, B-6, and B-7)

### Section IV.C.A.1 is amended to:

All STRA activities: Subrecipient will submit program quarterly reports as described in IV.A for all STRA activities within 30 days of the reporting period on or before the following dates: October 31, 2009, January 31, 2010, April 30, 2010, October 31, 2010, January 31, 2011, and April 30, 2011. Subrecipient will submit a year-end report summarizing all STRA results and including separate cumulative data for the HOME-funded activities, as well as information on agency achievements during the fiscal year (Includes agency wide demographic and outcome data- served, placed, and retention) on or before July 16, 2010. Subrecipient will submit a final report summarizing all STRA results and including separate cumulative data for the HOME-funded and culturally-specific STRA activities, as well as information on agency achievements during the fiscal year (Includes agency wide demographic and outcome data- served, placed, and culturally-specific STRA activities, as well as information on agency achievements during the fiscal year (Includes agency wide demographic and outcome data- served, placed, and retention) on or before July 16, 2011.

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### **Exhibits**

The following Exhibits have been amended or added and attached as follows:

Exhibit Number	Content	Amended or Added
B-7	Quarterly and Year-End Report 2010-2011: STRA Culturally Specific	Added
С	HAP – Short Term Rent Assistance 09-11: REQUEST FOR PAYMENT	Amended

All other terms and conditions of Contract No. 32000138 (as previously amended) between the City of Portland and the Housing Authority of Portland. shall remain the same.

## HOUSING AUTHORITY OF PORTLAND

### CITY OF PORTLAND

Steve Rud	man
Executive	Director

Date

Margaret Van Vliet, Director Date Director Portland Housing Bureau

#### **APPROVED AS TO FORM:**

Linda Meng City Attorney Date

LaVonne Griffin-Valade City Auditor

Date

# SAMPLE CONTRACT – DO NOT EXECUTE

### Exhibit B-7

2010 - 2011	Quarterly	and Year-End	Report

Subrecipient Name:	НАР
Contract Number:	32000138
Program Title:	STRA (Culturally-specific)
Reporting Period:	□ 1 <sup>st</sup> Quarter: July 1 to September 30, 2010
(check one)	$\square$ 2 <sup>nd</sup> Quarter: October 1 to December 31, 2010
	$\square$ 3 <sup>rd</sup> Quarter: January 1 to March 30, 2011
	$\square$ 4 <sup>th</sup> Quarter: April 1 to June 30, 2011
	□ Year-End: July 1, 2010 to June 30, 2011

#### I. Progress towards outputs and outcomes

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	Total (Unduplicated Grant to Date)	Grant Goal
OUTPUTS						
# of unduplicated households who received rental assistance						170
# of unduplicated households served (placed or retention support)						No goal
OUTCOMES						
# of unduplicated homeless households rapidly rehoused			1			No goal
# of unduplicated chronically homeless (adult, youth and family) households rehoused (subset)						No goal
# of housed households for whom homelessness was prevented						> No goal
Retention 3 months after placement						90%
Retention 6 months after placement						80%
Retention 12 months after placement						70%

II. Describe the highlights or successes of the program over the reporting period. (*Please limit your response to 1 page*)

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? (*Please limit your response to 1 page*)

IV. Attach following program reports: Entry/Exit, Shared Housing Assessment Report (SHAR), and All Client Demographic Count (ACDC)

Reports are due 30 days after the end of the quarter. Final report due July 16, 2010. Return to Ryan Deibert via email: <u>ryan.deibert@ci.portland.or.us</u>

#### Exhibit C (Amended 07/01/2010) HAP- Short Term Rent Assistance 2009 - 2011 REQUEST FOR PAYMENT Page 1 of 2

TO: City of Portland/PHB

Attn:Ruth Benson/Ryan Deibert<br/>421 SW 6th Avenue, Suite 500<br/>Portland, Oregon 97204

Request For Payment #: \_\_\_\_\_\_Billing Period: \_\_\_\_\_\_

Contract #: \_\_\_\_\_32000138\_\_\_\_

#### HPRP/ARRA

Budget Category	Contracted Budget	Amended Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$48,231	\$111,808.00			
Rent Assistance – Homelessness Prevention	\$1,911,554	\$2,467,978.00			
Rent Assistance – Rapid Re-housing	\$1,911,554	\$1,328,911.00			
Other Client Services	\$0	\$0			
Operating Expenses	\$5,413	\$5,413.02			
Administrative Expenses	\$35,356	\$59,557.98			
TOTAL	\$2,000,554	\$3,973,668.00			

Please attach detailed information as specified in the contract, or as requested by Project Manager.

Employer	Total HPRP/ARRA-funded Employment Hours This Bill	Total HPRP/ARRA-funded Employment Hours to Date
НАР		
Subcontracted agencies (combined)		
TOTAL		

#### **HOME (Portland Allocation)**

Budget Category	Contracted Budget	Amended Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$32,060	\$84,346.00			
Rent Assistance	\$252,839	\$505,678.00			
Other Client Services	\$1,743	\$1,743.00			
Operating Expenses	\$3,979	\$10,057.00			
Administrative Expenses	\$29,379	\$38,176.00			-
TOTAL	\$320,000	\$640,000.00			

Please attach detailed information as specified in the contract, or as requested by Project Manager.

### Exhibit C (Amended 07/01/2010) HAP- Short Term Rent Assistance 2009 - 2011 REQUEST FOR PAYMENT Page 2 of 2

#### **HOME (Gresham Allocation)**

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$0			
Rent Assistance	\$0			
Other Client Services	\$0			-
Operating Expenses	\$0			
Administrative Expenses	\$9,397.00			
TOTAL	\$9,397.00			

Please attach detailed information as specified in the contract, or as requested by Project Manager

#### CITY GENERAL FUND

Budget Category	Contracted Budget	Amount of This Bill	Amount Billed to Date	Balance
Personnel	\$0			
Rent Assistance	\$250,000.00			
Other Client Services	\$0			
Operating Expenses	\$0	······		
Administrative Expenses	\$0			
TOTAL	\$250,000.00			

Please attach detailed information as specified in the contract, or as requested by Project Manager

Total Amount Requested:

HAP/Prepared By: \_\_\_\_\_

HAP/Approved By\_\_\_\_\_

Signature Date

Total Balance:	
Phone No.:	
Email:	

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.