

Subrecipient Contract  
Contract No. 32000394  
Homeless Services Projects

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City" and the Housing Authority of Portland (HAP) hereafter called "Subrecipient" for the provision of Rental Access Services.

1. Effective Date and Duration

This contract shall become effective on July 1, 2010. This contract shall terminate on June 30, 2011.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Tracy Lehto	Contract Manager: Rachel Devlin
421 SW Sixth Ave., Suite 500	135 SW Ash
Portland, OR 97204	Portland, OR 97204
(503) 823-2355	(503)802-8597
(503) 823-2387 (fax)	(503)802-8330 (fax)
Tracy.Lehto@portlandoregon.gov	Racheld@hapdx.org
	EEO: 10/31/2010
	Business License: 991816

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$356,160 in the City's FY 2010-11 approved budget to include \$82,000 in General Fund, \$224,000 OHCS funds, \$160 Collins funds and \$50,000 in Housing Investment Funds. The compensation requirements are contained in Section II.

5. Reporting

The Reporting requirements are contained in Section V. Final invoice and report are due **July 11, 2011**.

## 6. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Budget	1
Exhibit B	Beneficiary Data Form	2
Exhibit C	Invoice	1
Exhibit D	Landlord Guarantee Fund Administration Policies and Procedures	7
Exhibit E	Oregon Housing and Community Services Tenant Readiness Rent Guarantee Agreement	18

### I. Scope of Services

The Housing Authority of Portland shall provide the following services:

- A. Administer the Landlord Guarantee Fund (LGF) in accordance with LGF Policies and Procedures (Exhibit D) as attached to this Contract. Changes to the LGF Policies and Procedures shall be approved by the City in writing, and thereby incorporated into this Contract.
- B. Rent Well Tenant Education Program Administration:
  1. Outcome Tracking and Reporting
    - a. Work with REAL (Renters Education Alliance – the community-based oversight entity for the tenant education program in the four county Portland Metro region) to produce program outcome statistics to help market the tenant education program to landlords, agencies and funders. Outcomes should include how many people complete training, how often the landlord guarantee pays claims and the housing stability of tenant education program LGF participants.
    - b. Track any additional data required by OHCS tenant education program LGF contract.
    - c. Send 12 month follow-ups to all tenant education program LGF participants to collect data about their current housing status.
    - d. Send follow-ups to LGF landlords at 12 months or when tenant vacates unit, whichever is sooner.
    - e. Work with landlord outreach contractor, the Fair Housing Council of Oregon, to develop “marketing points” to be used in addition to outcomes, and during initial period when outcome data not available, to help recruit landlords who will accept tenant education program graduates.
  2. Coordinate with Tenant Education Program Partners:
    - a. Coordinate as appropriate to support the work of the landlord outreach contractor who will do the majority of outreach to landlords and property managers about accepting tenant education program graduates.
    - b. Coordinate with REAL to deliver trainer certification for the tenant education program.
    - c. Coordinate as appropriate with 211info to support the work of the Housing Connections outreach staff that will do the majority of outreach to

agencies and renters about the tenant education program. *211info* will present information about the benefits of the tenant education program as they do outreach to agencies about Housing Connections and other programs. They will refer agencies who want to be trained to HAP. HAP should ensure *211info* outreach staff has the appropriate, up-to-date information about the tenant education program to share with agencies. HAP's other outreach responsibilities are defined in "Outreach and Support to Agencies" below.

- d. Coordinate with REAL to provide support to agencies, collect outcome data and administer the program.
3. Facilitate Access for Renters
    - a. Work to create access to the tenant education program classes for the general low-income public (individuals who are not clients of an agency that offer the class) by encouraging agencies to create space within existing classes for general public. Also encourage agencies to offer classes in other languages as needed.
    - b. Monitor need to translate the tenant education program curriculum into languages other than English and inform City if there is a need identified.
  4. Outreach and Support to Agencies:
    - a. Attend REAL General meetings and Steering Committee meetings, represent agencies with certified trainers in Multnomah County on the Steering Committee
    - b. Perform Lead Agency tasks as outlined by PHB in the Rent Well Tenant Education Program Lead Agency Contract.
    - c. Ensure accurate and timely program updates are communicated via the tenant education program or REAL list serve and other appropriate communication mechanisms. Ensure communications go to both agencies that have certified instructors and agencies without certified instructors who would provide housing placement assistance to low-income households. Updates would include information about upcoming trainings, REAL meetings, guarantee access, etc.
    - d. Encourage instructors to share ideas on best practices and information on classes.
    - e. As needed, supplement *211info*'s outreach work to recruit more agencies to teach the tenant education program to ensure renter access.
    - f. Respond to specific requests for information about the tenant education program from agencies.

5. Curriculum Management and Quality Control

- a. HAP will collect feedback from Certified Instructors and participants about the Rent Well Tenant Education Curriculum and provide that feedback to REAL and the City to consider for curriculum revisions.
- b. HAP will assist, as time allows, the City with revisions to the Rent Well Tenant Education Curriculum to meet current participant needs, reflect changes in related laws and improve delivery of the Curriculum.
- c. HAP will work with REAL to coordinate and deliver, with the assistance of REAL, trainings to certify instructors to deliver the Rent Well Tenant Education Curriculum.
- d. For quality control purposes, HAP will monitor the delivery of randomly selected tenant education program trainings or trainings where there is concern regarding quality.

C. Fresh Start Program Administration

1. Assist the City in the process to certify new agencies by assisting in process development and screening certification applications.
2. Provide training to Fresh Start certified agencies regarding roles and responsibilities for the program including guarantee documents and data collection required.
3. Explore need for peer network for Fresh Start agencies and, if needed, find appropriate forum (for ex. REAL).
4. Work with LL outreach contractor, the Fair Housing Council of Oregon, to develop "marketing points" to be used in addition to outcomes to help recruit landlords who will accept Fresh Start referrals.
5. Coordinate, as appropriate, to support the work of the landlord outreach contractor who will do the majority of outreach to landlords and property managers about Fresh Start program graduates.
6. Work with the City to explore program policy changes that will increase use and effectiveness of the LGF such as the ability to extend LGF coverage in cases where having LGF for more than one year is critical to getting a tenant housed.

- D. Any changes to this scope of services shall be requested in writing by HAP and approved in writing by the Project Manager.

II. Compensation and Method of Payment

The City shall provide payment to Subrecipient under this contract through the Portland Housing Bureau (see Exhibit C for invoice). The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

Funds will be disbursed to the Subrecipient for:

- A. Actual expenditures, upon submission of a request for payment to the Portland Housing Bureau, pursuant to the Project Budget set out in Exhibit A.
- B. Subrecipient shall retain all time cards, receipts, invoices, bids, and estimates associated with the costs of this program and make them available to the City Project Manager, or other designated person, upon request.
- C. All funds received by the Subrecipient must be disbursed with three (3) working days of receipt.
- D. Any changes to the approved budget must be approved in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. It is agreed that total compensation under this Contract shall not exceed THREE HUNDRED FIFTY SIX THOUSAND, ONE HUNDRED SIXTY (\$356,160) DOLLARS.
- F. Following are total guarantee fund amounts that Subrecipient may place reservations against for landlord guarantees following the policy in EXHIBIT D: \$160 in Collins funds, \$150,000 in Fresh Start funds, and \$224,000 in OHCS funds.

### III. Performance Measures

- A. Fresh Start Landlord Guarantee Fund Administration:
  - 1. HAP will respond to pre-authorization requests from agencies and landlords in 3 business days.
  - 2. HAP will send confirmation of guarantee reservation to agency and landlord within 5 business days of receiving all required forms and documentation.
  - 3. HAP will review claims and approve or deny the request within 10 business days of receiving all required forms and documentation.
  - 4. Make payment to landlord on approved claims within 10 business days of approval.
  - 5. HAP will keep the guarantee database up-to-date at all times with information about pre-authorizations, confirmed reservations, reservation expiration dates, claims and payouts.
  - 6. HAP will send out quarterly communications to all Fresh Start certified agencies regarding the total number of guarantees reserved and reminder to submit housing stability reports.

- B. Tenant Education Program Landlord Guarantee Fund Administration:
  - 1. HAP will send confirmation of guarantee reservation to landlord within 5 business days of receiving all required forms and documentation.
  - 2. HAP will review claims and approve or deny the request within 10 business days of receiving all required forms and documentation.
  - 3. Make payment to landlord on approved claims within 10 business days of approval.
  - 4. HAP will keep the guarantee database up-to-date at all times with information about confirmed reservations, reservation expiration dates, claims and payouts.
  - 5. HAP will produce timely reports as required by the OHCS for the tenant education program LGF.
- C. Tenant Education Program Administration:
  - 1. Develop outcome measures with assistance of REAL.
  - 2. Collect data for outcome measures from agencies.
  - 3. Attend 90% of REAL General meetings and Steering Committee meetings.
  - 4. Provide program statistics to community agencies and certified instructors at least one per year.
- D. Fresh Start Program Administration:
  - 1. Provide group or one-on-one trainings to newly certified agencies and updates as needed to currently certified agencies regarding the Fresh Start enrollment and reporting process.
  - 2. Provide program statistics to Fresh Start agencies at least one per year.

#### IV. Reporting

The Subrecipient shall prepare and submit the following reports to the Bureau of Housing and Community Development:

- A. A quarterly report, due on or before October 20, 2010, January 20, 2011, April 20, 2011 and July 11, 2011, in a format acceptable to PHB regarding the status of the LGF, including the following information:
  - 1. Participant Last name and First name initial
  - 2. Property Name and Address
  - 3. Guarantee start date
  - 4. Guarantee end date
  - 5. Guarantee Amount

6. County subsidy, if any
  7. Date Course Completed
  8. Title of Course Completed
  9. Guaranteed Amount claimed to date
  10. Percentage of total contract allocation used to date
  11. By electronic submission of the quarterly report, HAP certifies that:
    - a. The above participants have completed and been certified in the Tenant Readiness Program;
    - b. The residence for the above participants has been screened for pre-existing condition as evidenced by a move-in condition report signed by tenant and landlord;
    - c. The individual records for the above participants are on file, including landlord and tenant communications; and
    - d. The Participants meet the low-income guidelines established for the Tenant Education Program.
- B. A semi-annual report, due January 31, 2011, and July 11, 2011, including the following information:
1. Summary of any outcome data collected for tenant education program required by OHCS (see Exhibit E).
  2. Summary demographics for tenant education program participants (see Exhibit B).
  3. Summary of 12 month follow-up data collected from Rent Well LGF Participants and LGF landlords.
  4. Summary of Fresh Start Intake and 3,6,12 month follow-up data.
  5. A narrative that discusses accomplishments and challenges faced in administering all of the programs in this contract
- C. From time to time, the City or OHCS may ask HAP to gather and submit accomplished outcomes for a specified performance measure. The City or OHCS will not make any demands for information or set reporting deadlines which are unreasonable or unattainable in a normal working environment.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by

the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined. The City shall take full responsibility for all outstanding guarantees made through the termination date.

- B. **TERMINATION FOR CONVENIENCE.** The City and Subrecipient may terminate this Contract at any time by mutual written Contract. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the Subrecipient, may terminate this Contract for any reason deemed appropriate at its sole discretion. If the Contract is terminated, Subrecipient shall not be liable for any outstanding guarantees.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by Contract with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this Contract to be approved by the Bureau Director. Any change that increases in total the amount of compensation payable to the Subrecipient to \$100,000 or more must be approved by ordinance of the



City Council. The Bureau Director may approve increases in compensation that result in total compensation of less than \$100,000. Other changes, including changes to scope of work and budget line items, may be approved by the Project Manager.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  - (b) The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  - (d) The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
  - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for three years after the City makes final payment and all other pending matters are closed.

- G. **MAINTENANCE OF RECORDS.** The Subrecipient shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work hereunder. The Subrecipient shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.

- I. **INDEMNIFICATION.** The Subrecipient shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Subrecipient's work or any subcontractor's work under this contract.
- J. **WORKERS' COMPENSATION INSURANCE.**
- (a) The Subrecipient, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
- (b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance a renewals of said insurance occur.
- (c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein

and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE.

(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

M. **INDEPENDENT CONTRACTOR STATUS.** The Subrecipient is engaged as an independent contractor and the Subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

N. **REPORTING REQUIREMENTS.** The Subrecipient shall report on its activities in a format and by such times as prescribed by the City.

O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the period of the contract.

P. **OREGON LAWS AND FORUM.** This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations.

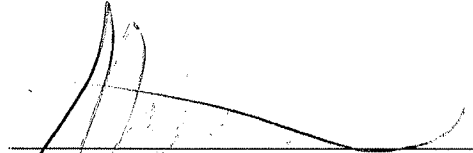
In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any subrecipient receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any subrecipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Additionally, contractors expending \$500,000 in federal funds may be required to obtain a full audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.
- S. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- T. **INTEGRATION.** This Contract contains the entire Contract between the City and the Subrecipient and supercedes all prior written or oral discussions or Contracts.
- U. **PROGRAM AND FISCAL MONITORING.** The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.


VI. Period of Agreement and Contract

The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

**HOUSING AUTHORITY OF PORTLAND**

  
 Steve Rudman  
 Executive Director  
 9/30/10  
 Date

**CITY OF PORTLAND**

  
 Margaret Van Vliet  
 Director  
 Portland Housing Bureau  
 9/24/10  
 Date

**APPROVED AS TO FORM:**

APPROVED AS TO FORM

  
 Linda Meng  
 City Attorney  
 12/4/10  
 Date

\_\_\_\_\_  
 LaVonne Griffin-Valade  
 City Auditor  
 Date

## EXHIBIT A

## FY 2010-11 HOUSING AUTHORITY OF PORTLAND

RENT WELL TENANT EDUCATION, FRESH START PROGRAM AND LANDLORD GUARANTEE  
ADMINISTRATION

## BUDGET

Budget Category	FY 10/11 Total Program Budget	FY 10/11 PHB Request
<b>Personnel</b>		
Salaries	34,380	34,380
Benefits & Payroll Taxes	16,329	16,329
<b>Total Personnel</b>	<b>50,709</b>	<b>50,709</b>
<b>Administrative Expenses</b>		
Salaries/Benefits & Payroll Taxes	5,401	5,401
Office / Facility Rent	758	758
Office Supplies	4,050	
Indirect Rate Billing (\$)	28,571	25,132
<b>Total Administrative Expenses</b>	<b>38,780</b>	<b>31,291</b>
<b>Client Assistance</b>		
Specify: Guarantee Funds OHCS	224,000	224,000
Specify: Guarantee Funds HIF	50,000	50,000
Specify: Guarantee Funds Collins	160	160
<b>Total Client Assistance</b>	<b>274,160</b>	<b>274,160</b>
<b>TOTAL BUDGET</b>	<b>363,649</b>	<b>356,160</b>

**EXHIBIT B (PAGE 1 OF 2)**  
**HOUSING AUTHORITY OF PORTLAND**

**BENEFICIARY DATA REPORT**

REPORTING PERIOD: \_\_\_\_\_

*NOTE: A fillable electronic form is available through THE CITY.*

<u>Participant Information</u>	<b>Rent Well LGF admin</b>	<b>Rent Well Program Admin</b>	<b>Fresh Start</b>
Households/Individuals	Household	Household	

<b>1. Income Level</b>			
Over 81% Median			
51-80% Median			
31-50% Median			
Up to and Including 30% Median			
<b>Total Beneficiaries (by income)</b>			

<b>2. Race &amp; Ethnicity</b>	<b>Hispanic</b>	<b>Non H</b>	<b>Hispanic</b>	<b>Non H</b>	<b>Hispanic</b>	<b>Non H</b>
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African American & White						
Am. Indian/Alaskan Native & Black/African American						
Other						

<b>Total Beneficiaries (by race/ ethnicity)</b>						
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## EXHIBIT B (PAGE 2 OF 2)

<u>Participant Information</u>	<b>Tenant Education LGF admin</b>	<b>Tenant Education Program Admin</b>	<b>Fresh Start</b>
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<b>3. Gender</b>			
Male			
Female			
<b>Total</b>			

<b>4. Residence</b>			
NE Portland			
SE Portland			
NW Portland			
SW Portland			
North Portland			
<b>Total</b>			

<b>5. Other</b>			
Female Head of Household			
Elderly Head of Household (Over 65)			
Disabled/Special Needs			
<b>Total</b>			

## EXHIBIT C

RENT WELL TENANT EDUCATION, FRESH START PROGRAM AND LANDLORD GUARANTEE  
ADMINISTRATION

## INVOICE FORMAT

TO: City of Portland/PHB  
Attn: Tracy Lehto  
421 SW 6<sup>th</sup> Avenue, Suite 500  
Portland, Oregon 97204

Contract #: 32000394  
Billing Period: \_\_\_\_\_  
Request For Payment #: \_\_\_\_\_

**General Fund**

Budget Category	Contract Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Personnel	\$50,709			
Admin/Indirect	\$31,291			
<b>Total</b>	<b>\$82,000</b>			

**Collins**

Budget Category	Contract Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Landlord Guarantee Fund	\$160			
<b>Total</b>	<b>\$160</b>			

**OHCS**

Budget Category	Contract Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Landlord Guarantee Fund	\$224,000			
<b>Total</b>	<b>\$224,000</b>			

**HIF**

Budget Category	Contract Budget	Amount of This Bill	Amount Billed to Date	Balance Remaining
Landlord Guarantee Fund	\$50,000			
<b>Total</b>	<b>\$50,000</b>			

**Total Requested**

<b>Total GF/Collins/OHCS/HIF</b>	<b>\$356,160.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$356,160.00</b>
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HAP/Prepared By: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

HAP/Approved By \_\_\_\_\_  
Signature Date

**NOTE: Please recreate on agency's letterhead or the invoice will not be valid.**

**EXHIBIT D**  
**Landlord Guarantee Fund Administration Policies and Procedures**

Rent Well Landlord Guarantee Fund (LGF) Policies

- A. In addition to these Rent Well LGF policies, HAP will follow the protocols and agreements defined in the agreement with Oregon Housing and Community Services (OHCS) for the tenant education program guarantee funds (Exhibit E), including the definition of eligible participants, amount of guarantee coverage, costs that can be covered and period of guarantee coverage.
- B. Eligible Participants for the Rent Well LGF must be individuals who have:
1. A household income not greater than sixty percent (60%) of median family income and meet other tenant criteria for Program participation consistent with the terms of this Agreement.
  2. Graduated from the Rent Well Tenant Education Program and have a current (not expired) Rent Well Graduation Certificate. The Rent Well LGF will cover only those Ready to Rent Graduates who completed the Ready to Rent course on or before December 31, 2009 and have a current (not expired) Ready to Rent Graduation Certificate.
  3. Been accepted into rental housing (apartments, studios, duplexes, houses, SROs) located in the State of Oregon. The Rent Well LGF cannot be used to cover units outside of the State of Oregon. The Rent Well LGF cannot be used for shared housing with the property owner or a sublet or where renting from a relative, except where an exemption is granted by HAP.
- C. Rent Well Graduation Certificates are valid for Rent Well LGF coverage for 18 months after an Eligible Participant graduates from the program. The Rent Well LGF can only cover Rent Well Graduates who completed the Rent Well Tenant Education Program within the 18 months prior to the issuance of the Rent Well LGF.
- D. Rent Well LGF coverage is limited to a maximum of 12 months from the move in date on lease or rental agreement, per Eligible Participant per housing placement. OHCS limits each Eligible Participant to two housing placements with its LGF funds, therefore subsequent eligible placements will be covered with HIF guarantee funds.
- E. Unless an exception is granted by HAP, Rent Well LGF coverage cannot be issued for an Eligible Participant unless the landlord has submitted to HAP within 14 days of tenant's occupancy a completed LGF application, a copy of the move-in unit condition report signed by both landlord and tenant, and a copy of the rental agreement or lease.
- F. A Rent Well LGF claim cannot not be made for an Eligible Participant unless LGF coverage was issued by HAP and landlord has submitted completed claim form, move-out condition report (if requesting reimbursement for damages or repairs), receipts and invoices for repairs, documentation of non-payment of rent (if requesting reimbursement

for unpaid rent), receipts for any eviction related court expenses, and a written final accounting statement showing any repair costs, unpaid rent, eviction costs, funds applied to those costs (security deposit, payment from tenant) and remaining balance owed to landlord no later than 30 days from the date the LGF expires or the date the landlord take back possession of the unit, whichever occurs first.

- G. Tenant must have vacated the unit for landlord to file LGF claim. LGF funds cannot be used to keep tenant in housing.
- H. Rent Well LGF claim payments per Eligible Participant cannot exceed \$2,000, must meet allowable expenses defined below, and be actual costs paid by the landlord that have not been otherwise reimbursed by the security deposit, the tenant or other sources.
- I. Allowable expenses for reimbursement include, but are not limited to:
  - 1. Repairs or replacement of fixtures or structure beyond the normal wear and tear of tenant occupancy caused by tenant damages;
  - 2. One month's unpaid rent; An additional one half month's non-payment of rent may be paid if eviction proceedings were started and it took longer than 30 days to remove tenant from unit;
  - 3. Expenses related to removal of excessive debris left by tenant, including disposal fees;
  - 4. Costs to evict tenant including court filing fees, attorney fees, and serving of notices, provided that Landlord does not also file a judgment against the tenant for such reimbursed fees.
  - 5. Other expenses if approved on an individual basis by OHCS.
- J. Unallowable expenses for reimbursement include, but are not limited to:
  - 1. Late fees on rent or other penalty fees imposed by the landlord;
  - 2. Costs to change locks to unit when it is standard unit turnover practice for the landlord;
  - 3. Costs deemed to be due to normal wear and tear of the tenant occupancy.
  - 4. Unpaid rent or 'buy-out' costs resulting entirely from the Tenant moving out of the unit before the end of a fixed lease period (does not refer to month-to-month rentals, only long-term leases. For month-to-month rentals, can submit claim for unpaid last month's rent that resulted from the tenant not giving 30 days notice and/or not paying last months rent.)
  - 5. Other expenses identified as ineligible by the City or OHCS.
- K. Each unit can be covered by only one guarantee maximum of \$2,000, even if two or more individuals in the unit have valid graduation certificates.
- L. The written agreement with Landlords and Eligible Participants for Rent Well LGF coverage must allow OHCS, City and HAP a non revocable right to inspect the residences of Eligible Participants who have had a claim filed on their behalf upon reasonable notice.

- M. The written agreement with Landlords must inform them that LGF coverage is not a substitute for screening Rent Well Graduates and that access to the LGF is based on availability of funds.
- N. HAP will make LGF reservations in an amount not to EXCEED the amount of LGF funds available, fund allocation at beginning of fiscal year (\$224,000) minus claims paid. If the dollar amount of reservations and claims paid exceeds \$200,000, HAP must notify City immediately and the City will reassess the reservation allowance.
- O. HAP will maintain records acceptable to the City and OHCS in order to verify compliance with Rent Well LGF requirements and to make such records available for inspection and copying by the City and OHCS upon reasonable notice. Records will include a record of or file for each program participant containing a listing of the dates the participant attended and completed Rent Well or Ready to Rent Tenant Education Program; the date the LGF was initiated; relevant information about the condition of the rented unit or home for which the LGF was issued; relevant correspondence of the Provider, the participant and or the landlord; receipts; and other relevant information to describe the past and up to date circumstances of the LGF for each participant.

#### Rent Well Landlord Guarantee Fund (LGF) Procedures

Administration will include:

- A. Tenant education program instructors submit Participant Information Forms for all graduates to the Housing Authority of Portland at the end of each series of classes.
- B. The landlord confirms tenant income is at or below 60% MFI and submits the LGF application, copy of rental agreement or lease, and a copy of move-in condition report signed by both landlord and tenant (can be pre-condition report form landlord typically uses or HAP form) to HAP.
- C. HAP sends confirmation of LGF reservation to landlord and tenant.
- D. If a landlord wants to make a claim against the LGF, he/she contacts HAP for required documents.
- E. HAP provides required documents to landlord.
- F. Landlord sends all required claim documents back to HAP, including completed claim form, move out condition report (if requesting reimbursement for damages or repairs), receipts and invoices for repairs, documentation of non-payment of rent (if requesting reimbursement for unpaid rent), receipts for any eviction related court expenses, and a written final accounting statement showing any repair costs, unpaid rent, eviction costs, funds applied to those costs (security deposit, payment from tenant) and remaining balance owed to landlord.
- G. Inaccurate or falsified information will be grounds for denial of an LGF claim.

- H. HAP may inspect unit or request additional documentation to verify accuracy of claim report.
- I. HAP approves or denies claim based on program guidelines.
- J. HAP sends copy of claim, approval/denial letter to landlord and tenant and makes payment to landlords where claims are approved.
- K. HAP requests reimbursement from the City.

Fresh Start Landlord Guarantee Fund (LGF) Policies

- A. Eligible Participants for the Fresh Start LGF must be individuals or households who:
  - 1. Are a client of a Fresh Start Certified Agency;
  - 2. Have screening barriers to rental housing and be in need of supportive services following housing placement;
  - 3. Have a household income not greater than fifty percent (50%) of median family income;
  - 4. Are homeless or at risk of homelessness;
  - 5. Are current residents of Multnomah County or someone who intends to reside in Multnomah County upon receipt of assistance;
  - 6. Have been accepted into rental housing (apartments, studios, duplexes, houses, SROs) located in Multnomah County.
- B. Fresh Start LGF coverage is limited to a maximum of 12 months from the move in date on lease or rental agreement. If a Fresh Start Participant covered by the Fresh Start LGF moves out of a unit without the landlord filing a claim, that Fresh Start Participant may repeat the LGF process and receive 12 months of Fresh Start LGF coverage in a new unit. A Fresh Start Participant is not eligible for Fresh Start LGF coverage after a valid claim has been filed on their behalf.
- C. Unless an exception is granted by HAP, Fresh Start LGF coverage cannot be issued for an Eligible Participant unless the landlord has submitted to HAP within 14 days of tenant's occupancy a completed LGF application, a copy of the Fresh Start Referral Letter, a copy of the move-in unit condition report signed by both landlord and tenant, and a copy of the rental agreement or lease.
- D. A Fresh Start LGF claim cannot not be made for an Eligible Participant unless LGF coverage was issued by HAP and landlord has submitted completed claim form, move-out condition report (if requesting reimbursement for damages or repairs), receipts and invoices for repairs, documentation of non-payment of rent (if requesting reimbursement for unpaid rent), receipts for any eviction related court expenses, and a written final accounting statement showing any repair costs, unpaid rent, eviction costs, funds applied to those costs (security deposit, payment from tenant) and remaining balance owed to

landlord no later than 30 days from the date the LGF expires or the date the landlord take back possession of the unit, whichever occurs first.

- E. Tenant must have vacated the unit for landlord to file LGF claim. LGF funds cannot be used to keep tenant in housing.
- F. Fresh Start LGF claim payments per Eligible Participant cannot exceed \$2,000 for a one-bedroom or smaller unit, or \$3,000 for a two-bedroom or larger unit, and must meet allowable expenses defined below, and be actual costs paid by the landlord that have not been otherwise reimbursed by the security deposit, the tenant or other sources.
- G. Allowable expenses for reimbursement include, but are not limited to:
  - 1. Repairs or replacement of fixtures or structure beyond the normal wear and tear of tenant occupancy caused by tenant damages;
  - 2. One month's unpaid rent; An additional one half month's non-payment of rent may be paid if eviction proceedings were started and it took longer than 30 days to remove tenant from unit;
  - 3. Expenses related to removal of excessive debris left by tenant, including disposal fees;
  - 4. Costs to evict tenant including court filing fees, attorney fees, and serving of notices, provided that Landlord does not also file a judgment against the tenant for such reimbursed fees.
  - 5. Other expenses if approved on an individual basis by the City.
- H. Unallowable expenses for reimbursement include, but are not limited to:
  - 1. Late fees on rent or other penalty fees imposed by the landlord;
  - 2. Costs to change locks to unit when it is standard unit turnover practice for the landlord;
  - 3. Costs deemed to be due to normal wear and tear of the tenant occupancy;
  - 4. Unpaid rent or 'buy-out' costs resulting entirely from the Tenant moving out of the unit before the end of a fixed lease period (does not refer to month-to-month rentals, only long-term leases. For month-to-month rentals, can submit claim for unpaid last month's rent that resulted from the tenant not giving 30 days notice and/or not paying last months rent.); or
  - 5. Other expenses identified as ineligible by the City.
- I. Each unit can be covered by only one guarantee maximum of \$2,000 or \$3,000, based on unit size. If Fresh Start participant has a valid Rent Well Graduation Certificate, he/she cannot also get Rent Well LGF coverage in addition to Fresh Start LGF coverage.
- J. The written agreement with Landlords and Eligible Participants for Fresh Start LGF coverage must allow, City and HAP a non revocable right to inspect the residences of all Eligible Participants who have had a claim filed on their behalf upon reasonable notice.

- K. The written agreement with Landlords must inform them that LGF coverage is not a substitute for screening Fresh Start Graduates and that access to the LGF is based on availability of funds.
- L. HAP will make LGF reservations in an amount not to exceed 1.5 times the amount of LGF funds available (fund allocation at beginning of fiscal year minus claims paid). If the dollar amount of claims paid exceeds 20% of LGF allocation at beginning of fiscal year (\$150,000) HAP must notify City immediately and reservation allowance will be reassessed.
- M. HAP will maintain records acceptable to the City in order to verify compliance with Fresh Start LGF requirements and to make such records available for inspection and copying by the City upon reasonable notice. Records will include a record of or file for each program participant containing Fresh Start Agency; the date the LGF was initiated; relevant information about the condition of the rented unit or home for which the LGF was issued; relevant correspondence of the Provider, the participant and or the landlord; receipts; and other relevant information to describe the past and up to date circumstances of the LGF for each participant.

#### Fresh Start Landlord Guarantee Fund (LGF) Procedures

##### Fresh Start Landlord Guarantee Fund Administration:

- A. Landlord Guarantee Fund (LGF) Allocation Process
  - 1. The Fresh Start LGF slots will be allocated on a first come, first serve basis until the fund is fully allocated to a 1.5 ratio (one tenant or unit per guarantee).
- B. The Fresh Start certified agency (Agency) or landlord requests pre-authorization from HAP when it wants to make a Fresh Start referral with LGF coverage. Agency submits client data form to HAP when it requests pre-authorization. Pre-authorization confirms that guarantee coverage is available and allows HAP to hold coverage until all required documents have been received from the landlord.
- C. HAP includes pre-authorized referrals in its tracking database. After a period of thirty days, if HAP has not received all required documents to finalize reservation of the guarantee, it will contact the landlord or Agency to determine status and cancel the pre-authorization if appropriate.
- D. Agency indicates on Fresh Start referral letter to Landlord/property manager that participant is eligible for LGF coverage. The referral letter is attached to the LGF application, the LGF guidelines, the Fresh Start Agency Agreement and the pre-condition report.
- E. The landlord/property manager submits LGF application, copy of lease, signed pre-condition report (can be pre-condition report form landlord typically uses or HAP form), and copy of referral letter to HAP.



- F. HAP sends confirmation of guarantee reservation to landlord and copy of confirmation to Agency and tenant.
- G. HAP documents the confirmed reservation in its database.
- H. If a landlord/property manager wants to make a claim against the LGF, he/she contacts HAP for required documents.
- I. HAP mails required documents to landlord/property manager.
- J. Landlord/property manager sends all required claim documents back to HAP.
- K. HAP may inspect unit to verify accuracy of claim report.
- L. HAP approves or denies claim based on program guidelines.
- M. HAP sends copy of claim and approval/denial to Agency, landlord, and tenant. HAP makes payment to landlords where claims are approved.
- N. HAP requests reimbursement from the City.
- O. HAP notifies Agency, landlord and client 45 days before a guarantee expires with expiration date.
- P. HAP sends quarterly communication to all Fresh Start certified agencies regarding the total number of guarantees reserved and a reminder to send HAP FS LGF participant intake, demographic and 3, 6, and 12 month follow-up information. HAP receives Fresh Start client intake information from agencies tabulates quarterly reports to THE CITY.

**EXHIBIT E**  
**OHCS TENANT READINESS RENT GUARANTEE AGREEMENT**

**STATE OF OREGON**  
**HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**RENT GUARANTEE PAYMENT PROGRAM**  
**AGREEMENT # 01182**  
**City Of Portland Agreement No. 30001681**

This Rent Guarantee Payment Program Agreement (this "Agreement") is hereby entered into by and between the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns ("OHCS"), and the City of Portland, together with its successors and assigns ("Program Provider").

**RECITALS**

- A.** Certain low-income residents of the State of Oregon find that past credit, criminal or tenant performance history poses a significant impediment to securing present safe and affordable rental housing.
- B.** Appropriate training in personal budgeting, tenant/landlord relationships and other relevant matters may assist such persons in becoming more attractive and successful tenants.
- C.** Providing rent or security deposit guarantees to prospective landlords may induce landlords to offer housing to persons who have received budgeting, tenant/landlord relationships and other training, but who otherwise might not be deemed by such landlords as acceptable tenants.
- D.** OHCS is willing to provide reimbursement funding for allowable rent guarantees consistent with the terms of this Agreement in order to increase the rental success of persons qualified under its Rent Guarantee Program ("Program").
- E.** Program Provider is willing to select and train low-income Oregon residents to be successful tenants consistent with the Program or to enter into a partnership agreement with other agency(s) who provide Tenant Readiness Training for such Oregon residents consistent with the Program.
- F.** Program Provider is willing to act consistently with the Program to assist training graduates to obtain safe and affordable rental housing. The Program Provider is also willing to do outreach to landlords to increase their willingness to provide housing for such persons in return for rent guarantees.

- G.** Program Provider is willing to pay the allowable cost to landlords for claims associated with the Program guarantee.
- H.** OHCS is willing to reimburse Program Provider on appropriate guarantee claims subject to receiving satisfactory documentation of such claims and approving the claim as satisfying Program requirements.
- I.** Program Provider is willing to track individual trainees and landlords involved with the Program and to account to OHCS for the guarantee funds and claims as outlined in this Agreement. Program Provider also is willing to prepare and submit to OHCS such Program reports, claims and other information as identified in this Agreement on a timely basis and in an appropriate manner.
- J.** OHCS and the Program Provider are willing to cooperate with one another in order to realize the purposes of the Program.

## AGREEMENT

In consideration of the terms and conditions set forth below and for other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree and covenant as follows:

### SECTION 1

#### DEFINITIONS

When used in this Agreement, its Exhibits, and any amendments hereto, capitalized terms shall have the meanings set forth in this Section, otherwise in this Agreement or in related Program regulations, unless the context clearly requires otherwise.

- 1.1** “**Eligible Participants**” mean persons with a household income not greater than sixty percent of area median family income and meeting other tenant criteria for Program participation consistent with the terms of this Agreement and related Program regulations who are approved for Program participation by the Program Provider.
- 1.2** “**Landlord(s)**” means owner(s) or operator(s) of appropriate residential rental housing who meet the terms and conditions of this Agreement and of the Program as determined by OHCS.
- 1.3** “**Rent Guarantee Program**” or “**Program**” means the program described in this Agreement and in related regulations pursuant to which OHCS issues conditional Rent Guarantee Payment reimbursements to repay Program Provider for appropriate and approved Rent Guarantee Payments it makes to Landlords on

behalf of Eligible Participants who successfully complete appropriate Tenant Readiness Training arranged for or provided by the Program Provider.

- 1.4 **"Rent Guarantee Payment(s)"** means the payment(s) made by the Program Provider consistent with this Agreement, Program regulations, and OHCS directives to approved Landlords to cover such expenses as unpaid rent, costs to evict a nonperforming Eligible Participant household, and allowable apartment repair costs within the Program limit of \$2,000 per Eligible Participant household for which the Program Provider may seek reimbursement from OHCS.
- 1.5 **"Rental Guarantee Funds"** means the funds in the maximum amount set aside by OHCS pursuant to this Agreement and Program regulations in an OHCS account and available to the Program Provider under the terms of this Agreement and Program regulations for the purpose of reimbursing Program Provider for appropriate Rent Guarantee Payments it makes to Landlords.
- 1.6 **"Tenant Readiness Training"** means a Program curriculum of personal budgeting, tenant/landlord relationships and other relevant matters acceptable to OHCS taught to Eligible Participants by certified teachers under the auspices of the Program Provider.
- 1.7 **"Trainer"** means a person acceptable to OHCS qualified and selected by the Program Provider to provide Tenant Readiness Training to Eligible Participants consistent with this Agreement.

## SECTION 2

### TERM AND TERMINATION OF AGREEMENT

- 2.1 **Term.** This Agreement covers the period from July 1, 2010 through June 30, 2011, and shall become effective on the date this Agreement has been signed by every party hereto and, when required, approved by the Department of Justice.
- 2.2 **Termination.** Either party may terminate this Agreement, without cause, upon 30 days written notice to the other party. Commitments to make Rent Guarantee Payments made by Program Provider to Landlords within the 30-day notice period shall require approval by OHCS to be eligible for reimbursement by OHCS. Any Rent Guarantee Payment commitments by Program Provider to Landlords after the close of the 30 day notice shall not be eligible for reimbursement by OHCS. Appropriate commitments by Program Provider to make Rent Guarantee Payments made in writing to Landlords prior to the 30-day notice period will be eligible for reimbursement by OHCS pursuant to the terms of this Agreement.

- 2.3 Notice of Termination.** Either party may terminate this Agreement immediately by written notice for cause or upon a material breach by the other party of one or more of the terms of this Agreement. Upon delivery of such notice of termination, no further Rent Guarantee Payments shall be eligible for reimbursement. Events of cause may include:
- a. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that OHCS is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - b. Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
  - c. Any certification, license or certificate required by law to be held by Program Provider or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed; or
  - d. A material breach of this Agreement, including of related Program regulations.
- 2.4 Continuation of Remedies.** Notwithstanding the above subsections, termination of the Agreement shall not terminate any remedies available to the parties under this Agreement or at law, including but not limited to remedies for damages sustained by virtue of any breach of this Agreement. OHCS, without limiting any other rights, may withhold any remaining reimbursements of Rent Guarantee Payments to the Program Provider due under this Agreement and employ same to compensate itself for damages arising from or related to any breach by Program Provider of this Agreement.

### SECTION 3

#### REPORTING REQUIREMENTS

- 3.1 Maintenance of Program Workbook.** Program Provider shall maintain a Program Workbook in a format provided by or acceptable to OHCS. The Workbook shall include relevant statistical information about Program applicants and Eligible Participants satisfactory to OHCS and be used by Program Provider in developing of Quarterly and Annual reports satisfactory to OHCS. Program Provider shall submit all reports and such other information, including the completed Workbook, as may be requested by OHCS to OHCS in a timely manner.
- 3.2 Quarterly Reports.** Program Provider shall deliver Quarterly Reports, with a copy of the up-to-date Workbook, to OHCS not later than thirty (30) days from the end of each fiscal quarter.

**3.3 Annual Report.** Program Provider shall deliver the Annual Report, with a copy of the completed Workbook, to OHCS not later than July 30, 2011.

**3.4 Required Information.** Program Provider shall, *inter alia*, report in each Quarterly Report and in the Annual Report the following information with respect to each Eligible Participant:

- a. Last name, first name, and middle initial;
- b. Monthly gross household income;
- c. Guarantee start date;
- d. Head of household age;
- e. Head of household gender;
- f. Size of household;
- g. Total number of children in household;
- h. Whether or not the household Rent is subsidized;
- i. Number of veterans in household;
- j. Number of released offenders in household;
- k. The Rent Guarantee end date;
- l. If the Eligible Participant completed the Rent Guarantee contract period;
- m. Any Rent Guarantee Payment claim paid by Program Provider;
- n. Program Provider certification that:
  - 1. The above Eligible Participants have completed and been certified in the Tenant Readiness Training;
  - 2. The residences for the above Eligible Participants have been screened for pre-existing condition;
  - 3. The individual records for the above Eligible Participants are on file, including landlord and tenant communications; and
  - 4. The respective Eligible Participants meet the Program low-income requirements established for Tenant Readiness Training eligibility.

- o. Such other information as OHCS may require.

- 3.5 E-mail Submission of Reports, Workbook and Other Information.** Program Provider shall submit the Quarterly and Annual Reports, together with the completed up-to-date Workbook and other requested information to the OHCS Agreement Administrator by e-mail on or before the dates indicated above. Additional information requested by OHCS shall be similarly submitted to OHCS unless otherwise directed by OHCS. Such additional information shall be submitted to OHCS within the time period given in the request from OHCS.

## SECTION 4

### COVENANTS AND COMMITMENTS OF PROGRAM PROVIDER

The Program Provider hereby agrees, covenants, and commits as follows:

- 4.1 Program Administration.** Program Provider shall administer the Program in a satisfactory manner in accordance with the terms of this Agreement, in accordance with Program regulations as amended from time to time, and in accordance with directives from OHCS.
- 4.2 Monitor and Limit Commitments.** Program Provider shall not make Rent Guarantee Payment commitments in excess of Rent Guarantee Funds available to Program Provider under this Agreement. Program Provider shall regularly monitor the amount of Rent Guarantee Payment commitments to ensure that outstanding commitments of, together with any paid claims for, Rent Guarantee Payments, are within the maximum amount and other restrictions concerning Rent Guarantee Funds applicable under this Agreement.
- 4.3 Program Guidelines.** Program Provider shall establish Tenant Readiness Training content and instruction standards and other Program standards in conformity with this Agreement, Program regulations, OHCS directives, and in consultation with and subject to the approval of OHCS. Program Provider shall adhere to such standards, terms, regulations and directives in administering its Program. Program standards must, *inter alia*, include conforming limitations on income for qualification as an Eligible Participant consistent with this Agreement, detailed criteria for the Tenant Readiness Training curriculum and for teacher certification, the terms of any agreement, and particularly Rent Guarantee Payment agreements, with Landlords under the Program, and other matters as deemed appropriate or necessary by OHCS.
- 4.4 Records Maintenance.** Program Provider shall maintain records acceptable to OHCS in order to verify compliance with this Agreement, Program regulations, OHCS directives, and Program Provider Program standards. Program Provider shall make such records available for inspection and copying by OHCS upon

reasonable notice. In addition to Quarterly and Annual Reports, including an up-to-date Workbook, Program records shall include a record of each Program applicant and a file for each Eligible Participant. Each record with respect to a rejected Program applicant shall include a written statement and reasonable documentation relating the basis for rejection. The file for each Eligible Participant household shall include the basis and reasonable documentation supporting acceptance into the Program, a listing of the dates the Eligible Participant attended Tenant Readiness Training, the date Eligible Participant successfully completed Tenant Readiness Training, the date of any Rent Guaranty Payment commitment made to a Landlord with respect to the Eligible Tenant, relevant information about the condition of the rented unit or home for which the Rent Guarantee Payment commitment was issued, relevant correspondence, receipts, notices, and other information concerning the Eligible Participant's compliance and Rent Guarantee Payment commitments, payments or reimbursements.

- 4.5 Limitation on Program Eligibility.** Program Provider shall limit by agreement with Landlords the period for which Landlords will be eligible for Rent Guarantee Payments for each Eligible Participant household to a maximum of one year from the date that the Rent Guarantee Payment commitment is initiated, to limit by agreement with Landlords the total amount of any Rent Guaranty Payment commitment with respect to each Eligible Participant household to the amounts specified in Section 1.4 above, and to allow by agreement with Landlords and Eligible Participants for OHCS and the Program Provider a nonrevocable right to inspect the residences of all Eligible Participants upon reasonable notice. Program Provider also shall limit the Rent Guarantee Payment commitments issued on behalf of any Eligible Participant household to a maximum of 12 months per placement, and to limit each Eligible Participant household to two housing placements covered by the Rent Guarantee Payment contingent on no claims filed for that participant. To only issue Rent Guarantees to participants who have completed the Tenant Readiness Training within the 18 months prior to the issuance of the Rent Guarantee.
- 4.6 Changes.** Program Provider shall administer a Tenant Readiness Training curriculum for all Eligible Participants in manner and substance satisfactory to OHCS and promptly notify OHCS of material changes to such curriculum or related operating procedures.
- 4.7 Eligibility Limitations.** Program Provider shall restrict Rent Guarantee Payments per Eligible Participant household to a maximum of \$2,000 and shall limit request reimbursement from OHCS for Rent Guarantee Payments to such actual and appropriate amounts paid to Landlords pursuant to this Agreement and not otherwise.
- 4.8 Deferral and Corrective Action.** Program Provider shall act promptly to effect deferral and corrective action necessary or appropriate to ensure compliance by



Eligible Participants, Landlords, and itself (including its officers, employees, agents, representatives, and subcontractors) with Program requirements, including but not limited to OHCS directives.

- 4.9 Restriction on Participation.** Program Provider shall restrict participation in the Program in a manner consistent with this Agreement, Program regulations and OHCS directives.
- 4.10 Monitoring and Cooperation.** Program Provider shall monitor participation in the Program by Landlords, Trainers, and Eligible Participants to ensure compliance with Program requirements. Program Provider shall cooperate with OHCS in any review by OHCS of Program performance, including but not limited to cooperating in inspections of Eligible Participant residential housing, observation and critique of Tenant Readiness Training, and inspection and copying of Rent Guarantee Payment and Rent Guarantee Payment claims records and supporting documentation.
- 4.11 Return of Overpayments.** Project Provider shall promptly return all overpayments, if any, of reimbursements from OHCS for Rent Guarantee Payments, and not later than thirty days after the end of each calendar quarter.
- 4.12 Allowable Expenses.** Expenses incurred by the Program Provider eligible for reimbursement from OHCS as allowable Rent Guarantee Payments, subject to Program limits and the terms of this Agreement, include:
- a. Reasonable repairs to or replacement of fixtures or of the structure of qualified residential housing provided by Landlords to Eligible Participant households for damage beyond the normal wear and tear of tenant occupancy actually caused by Eligible Participant household members;
  - b. Unpaid rent;
  - c. Reasonable expenses related to removal of excessive debris left by Eligible Participant households, including disposal fees;
  - d. Reasonable costs to evict nonperforming Eligible Participant households from qualified residential housing provided by Landlords, including court filing fees, attorney fees, and costs of serving appropriate notices, provided that Landlord does not also file a judgment against any members of the Eligible Participant household for such costs.
  - e. Such other costs approved in writing by OHCS.
- 4.13 Unallowable Expenses.** Expenses of the Program Provider not eligible for reimbursement by OHCS under this Agreement include, but are not limited to:

- a. Late fees on rent;
- b. Costs to change locks, except if the door or door-jam associated with the lock also is functionally damaged in a material way and such damage is caused by a member of the Eligible Participant household and the lock must be replaced as part of the reasonable repair, or if the lock is for a common-use room or building and has been functionally damaged in a material way by a member of an Eligible Participant household; and
- c. Repair or replacement costs associated with residential housing provided by Landlords that, under industry standards, would be deemed to be due to normal wear and tear of tenant occupancy.
- d. Expenses otherwise inconsistent with this Agreement, Program regulations, or OHCS directives.

OHCS shall have final say with respect to whether or not Program Provider expenses qualify or fail to qualify for reimbursement.

#### **4.14 Invoicing.**

- a. Program Provider shall submit invoicing to OHCS no more than monthly for reimbursement of Rent Guaranty Payments made to Landlords.
- b. Invoicing from Program Provider to OHCS for Rent Guarantee Payment reimbursement shall be delivered to OHCS consistent with OHCS directives and include, *inter alia*, the Landlord's name, the name of the Eligible Participant, the name and address of the residential housing project, itemized and detailed expense reports, and such other information as OHCS may require.
- c. Program Provider shall retain, and have available for inspection or submittal to OHCS upon its request, copies of (i) Landlord/Eligible Participant rental agreements, (ii) relevant judgments and other legal documents, (iii) attorney invoices and related documentation, (iv) cancelled checks and other evidence of Rent Guarantee Payments, (v) Landlord/Eligible Participant move in/ move out forms, repair or replacement description and expense documentation; and (vi) such other information as OHCS may require.

### **SECTION 5**

#### **COVENANTS AND COMMITMENTS OF OHCS**

OHCS agrees, covenants, and commits as follows:

- 5.1 **Reimbursement Commitment.** OHCS commits to reimburse Program Provider for its appropriate and approved Rent Guarantee Payment expenditures for up to 112 Eligible Participants, subject to the terms and conditions of this Agreement, from Rent Guarantee Funds up to the not-to-exceed amount of **\$224,000**.
- 5.2 **Review and Response to Reimbursement Requests.** OHCS will act reasonably to review and respond to requests for reimbursement of Rent Guarantee Payment expenditures from the Program Provider.
- 5.3 **Reimbursement upon Approval.** OHCS will act reasonable to reimburse Rent Guarantee Payment expenditures made by the Program Provider upon and to the extent of OHCS approval of same.
- 5.4 **Consultation with Program Provider.** OHCS will act reasonably to consult with and notify the Program Provider regarding OHCS expectations and requirements concerning the Program, including but not limited to record keeping, Rent Guarantee Payments and reimbursement of same, Tenant Readiness Training, compliance monitoring, and other Program matters.
- 5.5 **Notice of Requirements and Deficiencies.** OHCS will act reasonably to notify the Program Provider of Program requirements and performance deficiencies or defaults. Notwithstanding the foregoing, the failure by OHCS to provide notice to Program Provider under this subsection will neither constitute a waiver or release by OHCS of any rights or remedies it may have under this Agreement, or otherwise, nor act as a bar against OHCS' exercise of such rights or remedies. Furthermore, notice to Program Provider by OHCS under this subsection neither is a precondition to the exercise by OHCS of any rights or remedies it may have under this Agreement, or otherwise, nor does failure by OHCS to provide notice to Program Provider under this subsection constitute a defense to Program Provider for any performance default or deficiency or otherwise excuse Program Provider from liability for any such performance default or deficiency.
  - a. Upon notice to the Program Provider, OHCS may terminate the Agreement or Program permanently, or suspend additional participation in the Program or performance under this Agreement, including but not limited to the enrollment of Eligible Participants and additional commitments with Landlords for Rent Guarantee Payments, until deficiencies are resolved to the satisfaction of OHCS.

## SECTION 6

### REMEDIES

- 6.1 **Agreement Remedies.** OHCS may, at its option, exercise any and all remedies previously provided to it under this Agreement according to their terms.

- 6.2 Additional Remedies.** Upon any material breach of this Agreement and in addition to any other remedy provided in this Agreement, OHCS may, at its option, also exercise any one or more of the following remedies:
- a. By mandamus or other suit, action or proceeding at law or in equity, require Program Provider specifically to perform its obligations under this Agreement, seek a declaratory judgment with respect to the rights and obligations arising under this Agreement, or enjoin any act or thing that may be unlawful or contrary to the terms and conditions of this Agreement;
  - b. Have access to, and inspect, examine and make copies of, all of the books and records of Program Provider pertaining to this Agreement or the Program;
  - c. Withhold from Program Provider, suspend or terminate, all or part of any undisbursed Rent Guarantee Payment funding under this Agreement;
  - d. Demand repayment of all Rent Guarantee Payment funding provided by OHCS to Program Provider under this Agreement upon a determination by OHCS that such funding amounts were provided to Program Provider based upon misleading, inaccurate or incomplete information received from Program Provider or if such Rent Guarantee Payment funding amounts constitute an overpayment of reimbursements due under this Agreement, and such amounts shall be immediately due and payable from Program Provider to OHCS following thirty (30) days from such written demand;
  - e. Declare Program Provider ineligible to receive further Program or other OHCS financial assistance for such period as OHCS determines in its sole discretion; or
  - f. Take such other action at law, in equity, or otherwise as may be available to OHCS.
- 6.3 Remedies Nonexclusive.** The rights and remedies of OHCS provided for in this Agreement shall not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by Department of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

## SECTION 7

### NOTICE

- 7.1 Notice.** Except as otherwise expressly provided in this Agreement, any notices required or permitted to be given under this Agreement shall be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHCS or Program Provider at the following addresses:

OHCS: Oregon Housing and Community Services  
Attn: Vicki Massey  
725 Summer Street N.E., Suite B  
Salem, Oregon 97301-1266

Program Provider: Portland Housing Bureau  
Attn: Tracy Lehto  
421 SW 6<sup>th</sup> Ave, Suite 500  
Portland, OR 97204

- 7.2 Effective Date of Notice.** Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.
- 7.3 Change in Notice.** Either party may indicate a different address for the receipt of notice by providing notice of same to the other party consistent with the terms of this Section.

## SECTION 8

### GENERAL PROVISIONS

- 8.1 Compliance with Applicable Law.** Program Provider shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Program Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the

foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

OHCS' performance under the Agreement is conditioned upon Program Provider's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270 which are incorporated by reference herein. Program Provider shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

**8.2 Workers' Compensation.** Program Provider, its subrecipients, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all of their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year or who otherwise constitute "subject workers" under Oregon law.

**8.3 Independent Contractor Status; Responsibility for Taxes and Withholding.** Program Provider shall perform all Program requirements as an independent Contractor.

- a. Although OHCS may (a) determine and modify the Program requirements for Program to be performed and (b) evaluate the quality of the completed performance, OHCS cannot and will not control the means or manner of Program Provider's performance. Program Provider shall determine the appropriate means and manner of performing any Program requirements required under this Agreement. Program Provider certifies, represents and warrants that Program Provider is an independent contractor of OHCS under all applicable State and federal law. Program Provider is not an "officer", "employee", or "agent" of OHCS as those terms are used in ORS 30.265.
- b. Program Provider is responsible for all federal and state taxes applicable to compensation or payments paid to Program Provider under this Agreement, and unless required by prevailing federal law or regulations, OHCS will not withhold from compensation or payments to Program Provider any amount(s) to cover Contractor's federal or state tax obligations unless Program Provider is subject to backup withholding. Program Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Program Provider under this Agreement.

- 8.4 Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement of the parties.
- 8.5 Program Provider Covenants, Representations and Warranties.** Program Provider hereby covenants, represents and warrants that: (1) Program Provider has the power and authority to enter into and perform this Agreement, and (2) this Agreement, when executed and delivered, is a valid and binding obligation upon Program Provider, enforceable in accordance with its terms.
- 8.6 Dual Payments.** The Program Provider shall not be compensated for Rent Guarantee Payments made under this Agreement from any other department of the State of Oregon, or from any other source, including the Federal government, unless such funds are used solely to increase the total services to be provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCS.
- 8.7 Indemnity.** The Program Provider shall indemnify, save, defend (consistent with ORS chapter 180) and hold harmless the State of Oregon, OHCS, their officers, agents, employees and assigns from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities or omissions of the Program Provider or its subcontractors, agents or employees under this Agreement. This indemnity provision shall not require the Program Provider to defend or indemnify the State against any action based solely on the alleged negligence of the State.
- 8.8 Expenditures Properly Supported.** Expenditures and requests for Rent Guarantee Fund assistance under this Agreement shall be supported by Program Provider with properly executed documentation, including as applicable, payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Program Provider) in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements as specified herein. OHCS may require from Program Provider such other information as it deems necessary or appropriate in its sole discretion.
- 8.9 Records Maintenance.** In addition to other records maintenance and disclosure requirements under this Agreement, Program Provider shall, and shall by contract require its subcontractors and subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement. Program Provider shall, and by contract shall require its subcontractors and subrecipients to, retain all records pertinent to expenditure incurred under this Agreement for a period consistent with those listed in Oregon Business Development Departments Record Retention Schedule, <http://www.orinfrastructure.org/assets/docs/IFA/2010CDBG-MOD/2010CDBG-MOD.pdf>, Subpart I, 570.490 Recordkeeping Requirements, page 162 of 168, as

may be modified from time to time; unless required to be longer under the specific grant program requirement. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, then such records must be retained until completion of the actions and resolutions of all issues.

- 8.10 Records Access.** In addition to other records access requirements under this Agreement, OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to the books, documents, papers, audits and records of Program Provider and its subcontractors and subrecipients, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of OHCS who may take possession of them at any time after three (3) business days' notice to Program Provider, subcontractor or subrecipient, as the case may be. Program Provider, subcontractor or subrecipient, as the case may be, may retain copies of all records taken by OHCS under this Subsection. In its agreements with subcontractors and subrecipients, Program Provider shall require them to comply with the requirements of this Subsection and to grant right to access to and ownership by OHCS of the subcontractor's and subrecipient's books and records related to this Agreement.
- 8.11 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 8.12 Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- 8.13 Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 8.14 Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or of any other provision of this Agreement.
- 8.15 Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHCS and Program Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon to the extent permitted by law. If a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. OHCS and the State of Oregon neither



waive 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 by execution of this Agreement. Program Provider expressly consents to the in personam jurisdiction of said courts.

- 8.16 Assignment.** The Program Provider may not assign its rights or interests under this Agreement without the prior written consent of OHCS. OHCS may give or withhold consent at its sole discretion.
- 8.17 No Third-Party Beneficiaries.** OHCS and Program Provider 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.
- 8.18 Merger.** This Agreement, attached exhibits and referenced Program regulations and OHCS directives 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. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary OHCS approvals have been obtained. Such waiver, consent, modification or change if made shall be effective only in the specific instance and for the specific purpose given.
- 8.19 Confidentiality.** The Program Provider, its subcontractors, subrecipients, employees, officers, agents and assigns shall protect the confidentiality of all information concerning applicants for and Eligible Participant receivers of Program services or benefits funded by this Agreement. They shall not release or disclose any such information except as directly connected with the administration of the Program or as authorized in writing by the applicant or Eligible Participant. All records and files shall be appropriately secured to prevent access by unauthorized persons.
- 8.20 Program Provider Status.** Program Provider certifies to the best of its knowledge and belief that neither the Program Provider nor any of its principals:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from eligibility for funding or other assistance by any state or federal department, including OHCS;
  - b. Have within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forger, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any illegal activity; and
- d. Have within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

**8.21 Time of the Essence.** Time is of the essence in the performance of any and all obligations under this Agreement.

**8.22 No Limitations on Action in Exercise of Governmental Powers.** Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the parties hereto that OHCS shall retain the full right and ability to exercise its governmental powers with respect to Program Provider, the Rent Guarantee Funds, and the transactions contemplated by this Agreement to the same extent as if it were not a party to this Agreement, and in no event shall OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

**8.23 Attorney Fees.** A party prevailing in substantial part with respect to any action taken to enforce or exercise remedies with respect to the terms of this Agreement shall be entitled to payment of its reasonable attorney fees and costs from the other party as incurred prior to trial, at trial or on appeal.

**8.24 Municipality Data and Certification.**

Name (as on tax filing): City of Portland

Address: 1221 SW 5<sup>th</sup> Ave, 97204

Telephone #: 503-823-6863

Fax #: 503-823-5384

DUNS #: 054971197

Primary Contact Name: Tracy Lehto

Title of Primary Contact: Program Coordinator

Phone # (if different than above): 503-823-2355

Email: Tracy.Lehto@portlandoregon.gov

Fiscal Contact Name: Mike Johnson

Title of Fiscal Contact: Principal Financial Analyst

Phone # (if different than above): 503-823-4176

Email: Mike.K.Johnson@portlandoregon.gov

**Certification:** The individual signing on behalf of Program Provider hereby certifies and swears under penalty of perjury as provided in ORS 305.385(6), that to the best of Program Provider's knowledge, Program Provider is not in violation of any Oregon tax laws including, without limitation, the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue (Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

## 8.25 OHCS Data.

Agreement Administrator: Vicki Massey - email: vicki.massey@hcs.state.or.us  
 Address: 725 Summer St NE, Suite B Salem OR 97301-1266  
 Phone: 503-986-2146  
 Fax number: 503-986-6705

**8.26 Signatures.** The Parties hereby acknowledge that they have read this Agreement, represent that they are the authorized signatories of the entities on whose behalf they are signing, affirm that they understand this Agreement, and agree to be bound by its terms and conditions.

## IT IS SO AGREED:

### CITY OF PORTLAND

By: \_\_\_\_\_ Title: Director, Portland Housing Bureau Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: City Commissioner Date: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ Title: City Attorney Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: City Auditor Date: \_\_\_\_\_

### OREGON HOUSING AND COMMUNITY SERVICES

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Victor Merced, Director or designee

### OREGON DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by: D. Kevin Carlson, Senior Assistant Attorney General Date: August 19, 2010