

Subrecipient Contract No. 32000394**Amendment No. 1**

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

Scope of Services

1. Replace Section I.A in its entirety with the following:
 - A. Landlord Guarantee Fund (LGF) Administration:
 1. 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.
 2. Negotiate terms and execute contract with Oregon Housing and Community Services for the Rent Well Landlord Guarantee Fund for Fiscal Year 2011-12.
2. Section I.B.5. is amended to add:
 - B.5. Curriculum Management and Quality Control
 - e. HAP will hire a contractor to reduce the reading level of the Rent Well Tenant Education Curriculum to at least a 6th grade reading level (as described in Exhibit F). HAP will administer the associated subcontract, but will work with the City to supervise the contractor. The City will have sole ownership rights to the revised Rent Well Tenant Education Curriculum per the "General Contract Provisions" section of this amendment.

General Contract Provisions

Section V. is amended to add:

V. OWNERSHIP OF WORK PRODUCT

All work products related to the Rent Well Tenant Education Program and Curriculum produced by the Contractor under this contract are the exclusive property of the City, including, but not limited to Rent Well Tenant Education Program marketing and curriculum as outlined in Sections I.B.1 (and its subsections) and I.B.5 (and its subsections). "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work

product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

Compensation:

Item 4, Compensation on page 1 is deleted in its entirety and replaced to read:

4. Compensation

The amount of compensation shall be increased by \$10,975 in General Funds for a total not to exceed amount of **\$367,135** in the City's FY 2010-11 approved budget to include \$92,975 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.

Section II.E, Compensation and Method of Payment is deleted in its entirety and replaced to read:

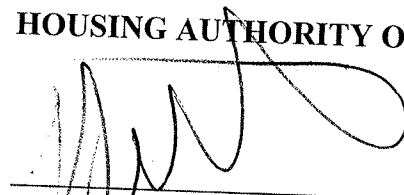
- E. It is agreed that total compensation under this Contract shall not exceed THREE HUNDRED SIXTY-SEVEN THOUSAND, ONE HUNDRED THIRTY-FIVE DOLLARS (\$367,135).

Exhibits

Exhibits B, D and E remain unchanged; Exhibit A and C of the original contract are deleted in its entirety and replaced with Exhibit A and C attached to this Amendment. Exhibit F is added as attached to this Amendment.

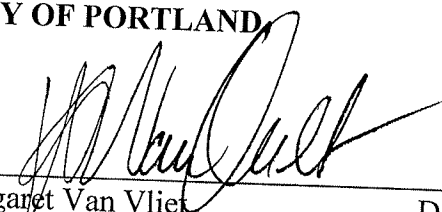
All other terms and conditions of the contract shall remain the same.

HOUSING AUTHORITY OF PORTLAND


Steve Rudman
Executive Director

Date

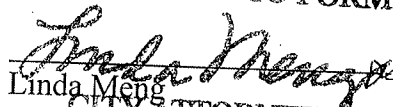
CITY OF PORTLAND


Margaret Van Vliet
Director
Portland Housing Bureau

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM


Linda Meng
City Attorney

Date

4/5/11

LaVonne Griffin-Valade
City Auditor

Date

EXHIBIT A**AMENDMENT #1****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
Personnel		
Salaries	35,645	35,645
Benefits & Payroll Taxes	16,700	16,700
Contractor	8,000	8,000
Total Personnel	60,345	60,345
Administrative Expenses		
Salaries/Benefits & Payroll Taxes	5,937	5,937
Office / Facility Rent	758	758
Office Supplies	4,050	
Indirect Rate Billing (\$)	29,374	25,935
Total Administrative Expenses	40,119	32,630
Client Assistance		
Specify: Guarantee Funds OHCS	224,000	224,000
Specify: Guarantee Funds HIF	50,000	50,000
Specify: Guarantee Funds Collins	160	160
Total Client Assistance	274,160	274,160
TOTAL BUDGET	374,624	367,135

EXHIBIT C
(amended) INVOICE FORMAT

RENT WELL TENANT EDUCATION, FRESH START PROGRAM AND LGF ADMINISTRATION

TO: City of Portland/PHB
Attn: Ruth Benson / Ryan Deibert
421 SW 6th 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	\$52,345			
Admin/Indirect	\$32,630			
Professional Services	\$8,000			
Total	\$92,975			

Collins

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

OHCS

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

HIF

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

Total Requested

Total GF/Collins/OHCS/HIF	\$367,135	\$	\$	\$
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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 F

Counterpoint Consulting

Writing/Editing ■ Public Information ■ Program Development

MEMORANDUM

To: Jennifer Chang, Portland Housing Bureau
From: Nancy Jerrick
Date: January 26, 2011
Subject: Scope and budget for low literacy Rent Well curriculum

I am providing this scope of work and budget for rewriting the Rent Well Participant Workbook in a low-literacy form. This reflects the discussion we had at our meeting on January 19, 2011. Additionally, the summary includes editing work on the Rent Well Instructor Manual to make the necessary text and reference changes to accurately correspond with the lower literacy revisions made to the Participant Workbook.

Scope of Work

For Rent Well Participant Workbook:

- Rewrite text of entire Participant Workbook in low-literacy form.
- Work with IT Specialist to develop formatting and layout guidelines.
- Provide first draft for review by REAL committee members.
- Incorporate review comments and provide final draft.
- Incorporate final comments and provide final draft.

For Rent Well Instructor Manual:

- Edit Instructor Manual to make necessary changes to the text, language, tables, graphics and cross-references, to accurately correspond to the revised lower literacy Participant Handbook.
- Incorporate review comments and provide final draft.
- Incorporate final comments and provide final draft.

Assumptions:

- Nancy will provide drafts in Word (2003 version).
- Jennifer will consolidate review comments from REAL committee members and provide Nancy with a composite set of comments.
- Most comments will be provided during review of the first draft; comments on the second draft will be minimal.

Budget

Rate: \$60.00/hour; total amount up to, but not to exceed, \$8,000 (maximum 133 hours)
