

PUBLIC NOTICE:



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, August 16, 2022
At 5:30 pm
Zoom Register here:

<https://homeforward.zoom.us/j/85420243555?pwd=dUVQZEMza1dsRTJIMIVVT1pCL2kzUT09>



MEMORANDUM

To: Community Partners Date: August 9, 2022

From: Ivory N. Mathews, Executive Director Subject: Home Forward Board of Commissioners August Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, August 16 at 5:30 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link to sign up:

<https://homeforward.zoom.us/j/85420243555?pwd=dUVQZEMza1dsRTJIMIVVT1pCL2kzUT09>

The commission meeting is open to the public.

AGENDA



BOARD OF COMMISSIONERS MEETING

HOME FORWARD
135 SW ASH STREET
PORTLAND, OREGON

VIA ZOOM

<https://homeforward.zoom.us/j/85420243555?pwd=dUVQZEMza1dsRTJIMiVVT1pCL2kzUT0>

9

AUGUST 16, 2022, 5:30 PM

AGENDA

INTRODUCTION AND WELCOME

PUBLIC COMMENT

General comments not pertaining to specific resolutions. Any public comment regarding a specific resolution will be heard when the resolution is considered.

MEETING MINUTES

Topic
Minutes of June 21, 2022 Board of Commissioners Virtual Meeting

MISSION MOMENT

Topic	Presenter
Steve Rudman Scholarship Fund	Shaun Cox

RESOLUTIONS/REPORTS

Following Reports and Resolutions:			
22-08	Topic	Presenter/POC	Phone #
REPORT	Annual Procurement and Equity Report for Fiscal Year 2021	Celeste King Peter Garcia	503.802.8541 503.802.8549
01	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Peter Paulson Apartments Capital Projects	Jonathan Trutt	503.802.8507
02	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Gretchen Kafoury Apartments Capital Projects	Jonathan Trutt	503.802.8507
03	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Sequoia Square Capital Projects	Jonathan Trutt	503.802.8507
04	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Schiller Way Capital Projects	Jonathan Trutt	503.802.8507
05	Authorize Intergovernmental Agreement with Oregon Housing and Community Services	Taylor Smiley Wolfe	503.802.8506

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

Home Forward is currently operating in a state of emergency. We will continue to conduct board-related business as it is currently scheduled but will update the public on the venue or forum by which it occurs as we assess the situation.

The next Board Work Session will be on Wednesday, September 7, 2022 at 5:30 PM. The next Board of Commissioners meeting will be Tuesday, September 20, 2022 at 5:30 PM.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2). Only representatives of the news media and designated staff are allowed to attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the session. No final decision will be made in the session.

ADJOURN

MINUTES



**BOARD OF COMMISSIONERS MONTHLY MEETING
HOME FORWARD
HELD VIRTUALLY
135 SW Ash Street Portland, OR 97204
June 21, 2022**

COMMISSIONERS PRESENT

Chair Damien Hall, Treasurer Jenny Kim, Commissioners Dina DiNucci, TomiRene Hettman, Vivian Satterfield, Rakeem Washington

STAFF PRESENT

Elise Anderson, Ian Davie, Tonya Evans, Dena Ford-Avery, Monica Foucher, Carolina Gomez, Yvette Hernandez, Biljana Jesic, Ivory Mathews, Tara Messier, Kandy Sage, Shannon Schmidt, Kellie Shaw, Ian Slingerland, Aimee Smith, Celia Strauss, Jonathan Trutt, Linda Uppinghouse

LEGAL COUNSEL

Sarah Stauffer Curtiss

Chair Damien Hall convened the meeting of the Board of Commissioners at 5:33 PM.

Cathy Millis, resident at Dahlke Manor thanked staff for responding to her questions raised at the May meeting. She shared that she has completed the tax credit application and her daughter received a reasonable accommodation. Millis provided an update on activities at the property and pleasure in the progress towards completion. The new site manager is becoming accustomed to the building and she looks forward to construction wrapping up the end of August. The only pressing issue is ants. A likely contributor is the planting of the new landscaping. On a positive note, it looks nice. Millis thanked Commissioner Hettman for sharing her experience during construction and she too can see how great the improvements are. As the weather heats up, it will be interesting to see how the AC units work. Millis appreciated the opportunity to address the board and be part of the meetings.

Chair Damien Hall thanked Millis for circling back with the responses based on last month's questions. We appreciate knowing they were addressed and will continue to welcome her to future meetings.

MEETING MINUTES

Minutes of the May 17, 2022 Board of Commissioners Conference Call Meeting

Chair Damien Hall requested a motion authorizing approval of the minutes for the May 17, 2022 Board of Commissioners Meeting.

There being no discussion, Commissioner Vivian Satterfield moved to approve a motion for approval, and Commissioner TomiRene Hettman seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTIONS

RESOLUTION 22-06-01 Authorize Intergovernmental Agreement with Portland Community College for the PCC/Killingsworth Project

Jonathan Trutt, Development Director presented the resolution. This resolution further formalizes our relationship with Portland Community College as we redevelop the site they own. Currently, under development is the college's Opportunity Center. Trutt shared the history of how PCC envisioned the redevelopment and the housing component. This led to the ground lease of one acre and our partnership today. The IGA will formalize the partnership between PCC and Home Forward.

Trutt described the "Killingsworth Housing," soon to be renamed, saying the design work is complete and currently awaiting permitting. NAYA (Native American Youth and Family) Center, has received funding to build out the ground floor space. Project based vouchers will be available to youth aging out of foster care and families needing housing to avoid foster care placement or to reunite with children who have been placed in foster care.

The resolution was reviewed with the READ Committee and with board approval will authorize Executive Director Mathews to sign the IGA.

In 2014, Commissioner TomiRene Hettman spent time in the neighborhood and considered the possibilities for the parking lot. It is wonderful to know that the vision for affordable housing has taken hold.

Treasurer Jenny Kim echoed Commissioner Hettman, saying it is a great example of partnerships and that we can be seen as a good partner. A forward-thinking project and excited to see this coming to fruition; especially appreciate all the behind the scenes work.

Commissioner Vivian Satterfield is super excited about this project. Partners in the Cully community are enthusiastic. There is tremendous support for the environmental lens the project provides and the catalyst for change in the neighborhood. Chair Hall gave a shout out to Director Trutt and the development team.

There being no further discussion, Chair Damien Hall requested a motion to approve Resolution 22-06-01. Commissioner TomiRene Hettman moved to adopt Resolution 22-06-01. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

ADJOURN

There being no further business, Chair Damien Hall adjourned the meeting at 5:50 PM.

Celia M. Strauss
Recorder, on behalf of
Ivory N. Mathews, Secretary

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

**ANNUAL PROCUREMENT
AND
EQUITY REPORT
FOR
FISCAL YEAR 2021**



MEMORANDUM

To: Board of Commissioners

Date: August 16, 2022

From: Celeste King
Procurement and Contract Manager
503.802.8541

Subject: Annual Procurement and
Equity Report for Fiscal
Year 2021

Peter Garcia
Senior Procurement Coordinator
503.802.8549

CONTRACTING OVERVIEW

The Procurement and Contracts Department strives to meet Home Forward’s wide-ranging contracting needs while ensuring compliance with both Oregon law and agency goals around equity, supporting local target businesses, and diversifying the construction workforce. This annual report reviews the outcomes of these efforts in Fiscal Year (FY) 2021 by providing an overview of Home Forward’s procurement activities and how agency contracting outcomes align with established goals.

FISCAL YEAR 2021 ACTIVITY

Between January and December of FY 2021, the Procurement department processed 500 new contracts and amendments to existing contracts—a nearly 10% decrease in total contracting activities from the year prior. In a reversal of FY2020 contracting activities, despite the decrease in contracting activities, FY 2021 saw a significant 126% increase in contracted dollars. Decreased contract values were seen in both Personal Services and Professional Services, while Goods & Services contracts remained nearly unchanged. The most significant year over year change was the 261% increase in Public Improvement contract spending, as multiple large-scale projects entered the construction phase. Figure 1 below depicts the contracting activity levels within each procurement category, as well as the total dollar values contracted.

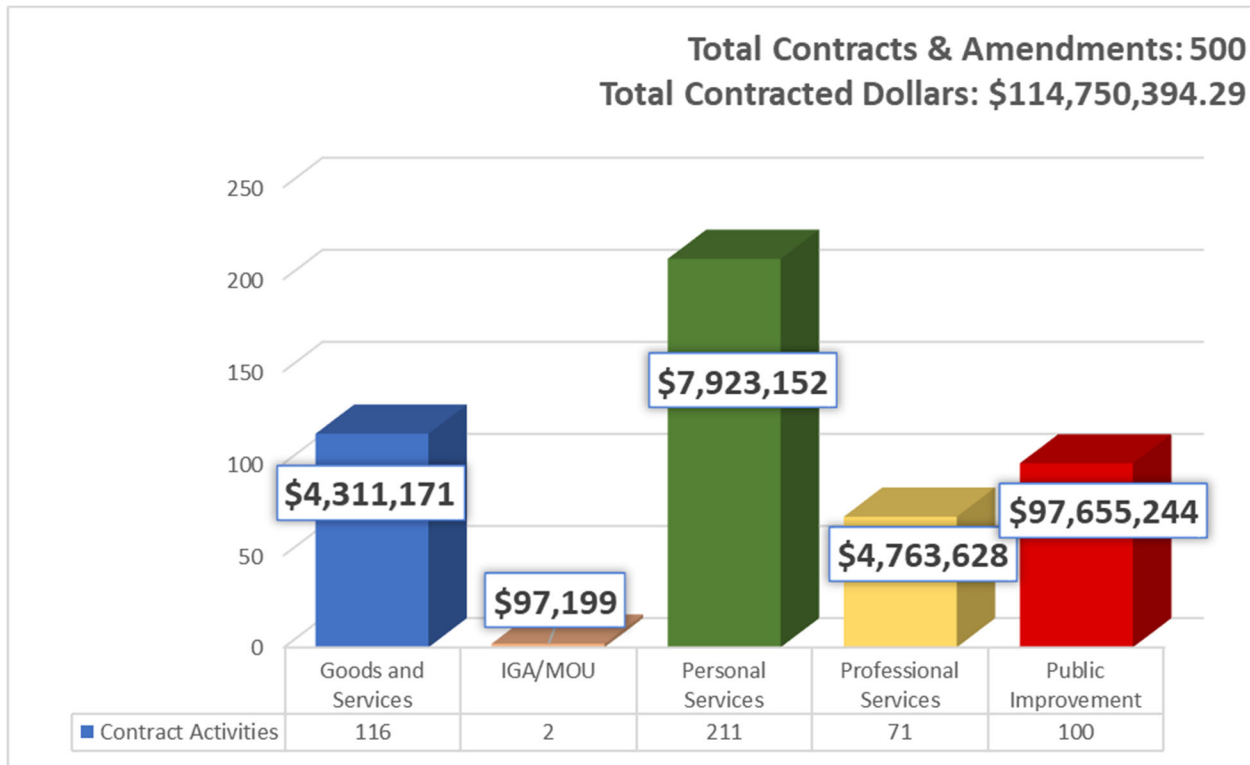


Figure 1. FY 2021 Contract and Amendment Activity. The Personal Services category includes the costs of third-party property management activities.

ECONOMIC EQUITY IN PROCUREMENT AND CONTRACTING

Policy History

In 2002, the Home Forward Board of Commissioners established the agency’s Economic Participation in Contracting Policy. The policy established an aspirational goal for directing 20% of overall contracting dollars toward Minority-Owned Business Enterprises, Women-Owned Business Enterprises, or an Emerging Small Business as certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (COBID) program. In 2012, the Board of Commissioners adopted Resolution 12-03-04, revising and renaming the policy into its present iteration, the Home Forward Economic Equity Policy. The revision included contracting and hiring requirements related to Section 3 of the Housing and Urban Development Act of 1968.

Last year, the Board of Commissioners adopted Resolution 21-02-01, amending the Economic Equity Policy (EEP) for the first time since it was established in 2012. These changes expanded the contracting equity goal from 20% to 28% (on new contracts) and widened the list of acceptable certifications that Home Forward considers diverse businesses, as well as adopted the industry-standard terminology Underutilized Business

Enterprise (UBE) when referring to certified businesses. With these changes, businesses with current COBID certifications are now acknowledged as UBEs. Expanding opportunities for businesses beyond the state COBID certifications is a proactive business strategy and reflects the values that Home Forward practices. To date, no businesses within the expanded UBE designations have contracted with Home Forward.

Workforce Training and Hiring

The second major change to the Economic Equity Policy updated the Workforce Training & Hiring Program (WTHP). The WTHP requires state-registered apprentices to work a minimum of 20% of the labor hours performed by contractors per trade on qualifying construction contracts over \$200,000 and subcontracts of no less than \$100,000. In addition to apprentice hours, the program has aimed to increase the numbers of women and people of color in the construction trades, with aspirational goals of women performing 9% of project labor hours and people of color performing 18% of project labor hours. The revisions to the WTHP program incorporate goals for BIPOC and female tradespeople at the subcontract level (as opposed to the overall project). The newly established goals for contractors are that 20% of their labor hours be performed by BIPOC tradespeople and 9% be performed by tradeswomen.

These new efforts include collaboration with local Pre-Apprenticeship Training Programs (PATPs) and ongoing support and networking with project managers and subcontractors to anticipate and support apprenticeship needs. These efforts commence on projects in 2022 and Procurement will report on the progress of these efforts in future reports to the Board.

FISCAL YEAR 2021 UNDERUTILIZED BUSINESS ENTERPRISE OUTCOMES

After failing to achieve 20% Underutilized Business Enterprise (UBE) participation in the prior year, total contracting activities in Fiscal Year 2021 have far exceeded Home Forward's goal. Consistent with years prior, major construction activity drove the overall UBE participation in Home Forward contracting, as construction projects accounted for 96% of the total activities contracted with UBE partners.

ECONOMIC EQUITY CONTRACTING OUTCOMES – FISCAL YEAR 2021				
Personal Services and Goods & Services	Number of Contracts & Amendments	Total Contracting Amount	Total Amount of UBE Contracting Dollars	Percent UBE Utilization
Direct Appointment	180	\$4,595,903*	\$135,724	3%
Intermediate	82	\$3,661,019	\$1,209,102	33%
Formal	12	\$520,457	\$0	0%
Subtotal	274	\$7,930,930	\$1,344,825	17%
Professional Services	Number of Contracts & Amendments	Total Contracting Amount	Total Amount of UBE Contracting Dollars	Percent UBE Utilization
Direct Appointment	51	\$1,526,267	\$93,192	6%
Intermediate	6	\$26,825	\$2,729	10%
Formal	14	\$3,210,536	\$758,660	24%
Subtotal	71	\$4,763,628	\$854,582	18%
Public Improvement	Number of Contracts & Amendments	Total Contracting Amount	Total Amount of UBE Contracting Dollars	Percent UBE Utilization
Direct Appointment/Emergency/Sole Source	28	\$889,653	\$228,016	26%
Intermediate	11	\$226,478	\$0	0%
Formal	61	\$96,539,113	\$47,237,146	49%
Subtotal	100	\$97,655,245	\$47,465,161	48%
Total	445	\$111,196,252	\$49,664,569	44%

Figure 2. FY 2021 Economic Equity Contracting Results

*Includes third-party property management costs

Four construction projects detailed below—3000 Powell, Dahlke Manor, Hattie Redmond, and RAD Group 7 Family Properties—entered their construction phases in fiscal year 2021, accounting for 95% of the year’s contracted Public Improvement activities. Three of these four projects are tracking above the 28% UBE goal. As projects advance, subcontracts and scopes evolve, and it is common to see participation grow and expand rather than shrink.

Project	Contractor	Amount Contracted in FY 2021	Project UBE Utilization %
3000 Powell	Colas	\$ 49,061,319	66%
Hattie Redmond	Bremik	\$ 13,282,970	36%
RAD Group 7	LMC	\$ 16,116,760	29%
Dahlke Manor	Walsh	\$ 14,169,270	25%

Figure 3. Construction projects with highest UBE participation in 2021

Disaggregated UBE Data

While Home Forward has not yet engaged in contracting activities with any businesses included in the expanded equity program under the updated Home Forward Economic Equity Policy, fiscal year 2021 did see the first engagement with businesses designated as Disadvantaged Business Enterprises (DBE) and Service-Disabled Veteran Business Enterprises (SDVBE).

Procurement Category	UBE Contract Amount	MBE %	WBE %	ESB %	DBE %	SDVBE %
Personal Services & Goods and Services	\$1,344,825	81%	18%	1%	n/a	n/a
Professional Services	\$854,582	45%	24%	28%	n/a	3%
Public Improvement	\$47,465,161	79%	15%	5.85%	.15%	n/a
Total	\$49,317,977	79%	15%	6%	<.01%	<.01%

Figure 4. Disaggregated UBE Engagement by Contract Type

Year-Over-Year Review

As seen below, strong certified contractor and subcontractor participation in the Public Improvement category drives the overall contracting equity outcomes for Home Forward procurement activities. In a sharp contrast to fiscal year 2020, high construction spending has yielded higher than average underutilized business enterprise (UBE) participation.

Procurement Category	SY18	FY19	FY20	FY21	4-Year Average
<u>UBE Engagement</u> Goods & Services, Personal Services, Professional Services	10%	26%	7%	7%	12.5%
<u>UBE Engagement</u> Public Improvement	32%	33%	21%	48%	33.5%
Total UBE Business Engagement	26%	28%	14.8%	44%	23%

Figure 5. Four-year look back at contracting equity data

SECTION 3 OUTCOMES

In September 2020, HUD issued new compliance standards for Section 3 that eliminated the long-standing contract value guidelines for Public Improvement and Professional Services (all non-construction activity). Instead, compliance is now measured in labor hours performed by people eligible under Section 3 workers, namely those individuals already living in public or affordable housing, as well as those eligible for public assistance. The expectation is that 25% of labor hours on HUD-assisted construction projects be performed by people eligible under Section 3, and 25% of the labor hours funded with HUD Operating Funds be performed by people eligible under Section 3. These changes are effective January 1, 2022.

Section 3 certification among businesses in the Portland Metro area has historically been low, which resulted in difficulty meeting the contracting goals. However, the other compliance opportunity for public housing authorities — internal hiring — has been an area in which Home Forward has been successful. As a result of the rule change, labor hours will be tracked via certified payroll (just as workforce hours are tracked) for construction projects, and by electronic timecard records for labor hours performed within Home Forward. Section 3 compliance will be reported in the Fiscal Year 2022 Annual Procurement and Contracting Report.

Collaboration between Procurement, Development and Community Revitalization, and Community Services has seen partnerships with local Pre-Apprenticeship Training Programs (PATPs) to engage strategically with the emerging workforce and assist Home Forward residents and other community members in engaging the construction trades. These relationships are laying the foundation for greater Section 3 compliance in addition to providing sustainable career opportunities for Home Forward residents and the wider Portland-area workforce.

WORKFORCE TRAINING AND HIRING

Tradespeople performing on Public Improvement contracts owned by Home Forward in fiscal year 2021 recorded a total of 88,616 hours across 14 projects ranging in size and scope. Labor hours are reported by trade for each contractor along with data showing (1) hours worked by journey-level workers and apprentices and (2) hours worked by BIPOC and female tradespeople.

Agency goals for labor hours performed by BIPOC tradespeople and tradeswomen have seen mixed results from project to project, but generally, goals for BIPOC apprenticeship labor hours are met or exceeded. Statistically, projects performed by the most diverse

workforces are the large CM/GC and Design-Build projects with many subcontractors. Seen below is a snapshot of three such projects that contributed 81% of the project labor hours in 2021.

Most Active Construction Projects in 2021	Reported Hours	Apprentice Hours %	Minority Hours %	Female Hours %
RAD Group 7	29,271	24%	69%	5%
Fountain Place	12,877	31%	43%	<1%*
Dahlke Manor	24,081	26%	44%	13%

Figure 7. Summary of labor hours performed on qualifying Workforce projects with most reported hours in 2021.
*Female participation hours at Fountain Place in FY2022 are at 5%, and 3% since the project started

Workforce Projects	Total Labor Hours	White	Black	Hispanic	Asian	Native Am.	Other	Female	Male
JOURNEY TOTALS	66,905.65	28,492.30	1,240.75	33,005.48	2332	353.04	1,481.58	2,487.86	64,417.79
JOURNEY %	75.50%	42.59%	1.85%	49.33%	3.49%	0.53%	2.21%	3.72%	96.28%
APPRENTICE TOTALS	21,710.44	12,018.92	752.5	7,639.02	505.5	24	774.5	3222.9	18,487.54
APPR. %	24.50%	55.36%	3.47%	35.19%	2.33%	0.11%	3.57%	14.84%	85.16%

Figure 8. Disaggregated labor hours by ethnicity and gender.

For the second year in a row, reported labor hours performed have decreased despite the significant increase in contracted Public Improvement activity recorded in 2021 (135,000 hours in 2020, and 364,000 hours in 2019). Last year saw three major projects enter the construction phase. One of those projects, 3000 Powell, began construction at the very end of 2021, which accounts for the decrease in expected labor hours relative to increased construction spending.

In 2020, the proportion of hours performed between white and BIPOC tradespeople was nearly split 50/50. In FY2021, hours performed by BIPOC tradespeople were recorded at 54% of the total labor hours. Another shift came in the percentage of hours performed by women. In 2020, 3% of the total labor hours were performed by women. In fiscal year 2021, that amount has increased to 6%. When looking at the unique tradespeople performing on Home Forward jobs, women comprised 6% of the workforce compared to just 4% of the workforce last year, showing a slight increase in the proportion of tradeswomen participating

on Home Forward jobs. Further, women performing work as Laborers—among the lowest prevailing wage rates—dropped from 50% to 24% compared to the year prior.

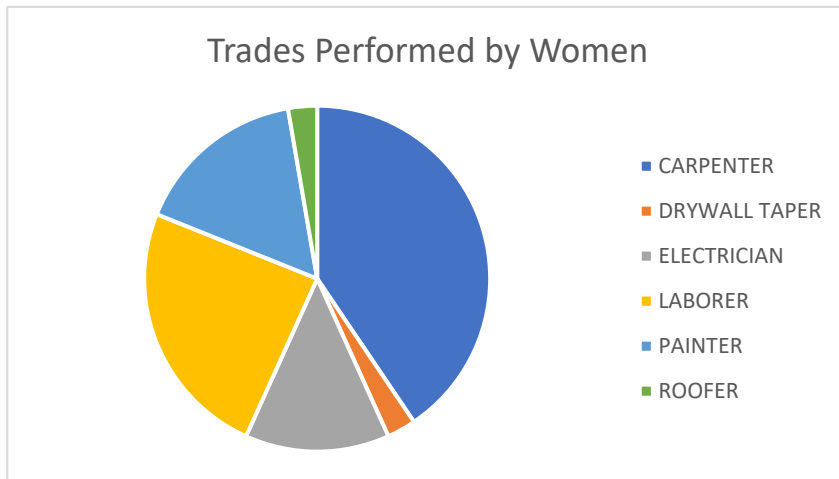


Figure 9. Trades performed by women in FY2021

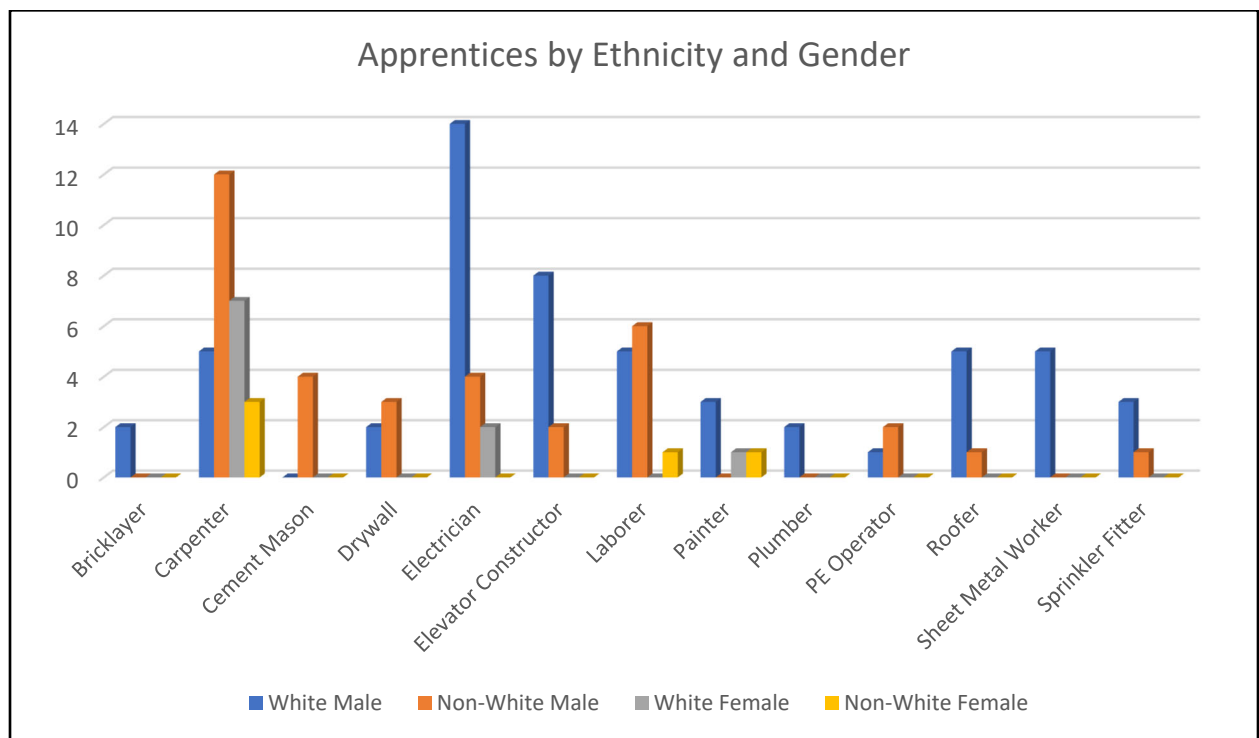


Figure 10. Apprentices by Ethnicity and Gender

Among the 601 unique tradespeople performing on Home Forward jobs in fiscal year 2021, 105 were registered apprentices. Among this group, women comprised a higher percentage (14%) of total women represented on Home Forward projects (6%), while BIPOC

apprentices represented far below their overall representation (38%) within the total reported labor hours (54%).

CONCLUSION

Procurement is very pleased to present this year's annual report with more historically positive participation percentages for underutilized business enterprises as well as tradespeople in our workforce. Observing how one project can impact our annual report has allowed us to review our processes more closely and make changes on how we evaluate contractors who compete for our projects. We want to see that community engagement of our underutilized businesses is as important to our contractors as it is to Home Forward.

To bring all the underutilized business enterprise data into one system and allow procurement, contractors, and subcontractors to all enter, interact, and confirm information together; a new platform will be introduced in late 2022. We will be bringing on board a UBE tracking system called B2GNow, in which contractors and subcontractors will report their monthly payment data into in a live system. This will allow us to see where our participation numbers are in real time and be able to respond proactively rather than reactively.

As always, Procurement is excited to see what the next year brings and how current projects will reflect new efforts directed toward our underutilized business enterprise and workforce goals.

RESOLUTIONS



MEMORANDUM

To:	Board of Commissioners	Date:	August 16, 2022
From:	Tonya Evans, Director Asset Management 503.802.8451 Merrell Baker, Asset Manager 503.802.8451	Subject:	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Peter Paulson Apartments Capital Projects Resolution 22-08-01

The Board of Commissioners (“the Board”) is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services (“OHCS”) applications for preservation grant funds to support work needed at Peter Paulson Apartments.

This action supports Home Forward’s Strategic Plan Goal One Portfolio: Our real estate is preserved to ensure critical access to quality, affordable housing.

BACKGROUND

Peter Paulson Apartments, located at 1530 SW 13th Avenue, is a five-story building with 92 studio units and 1 one-bedroom unit. It was built in 1995 and deemed by Home Forward as a mission-based property offering the community unsubsidized units with rents capped at 43% of area median income (AMI), well below current market rates. Peter Paulson Apartments typically attracts people transitioning into more stable housing. The units are small, averaging just 200 square feet each.

As a result of Home Forward imposing a 43% AMI cap on rents to maximize affordability, the property has a minimal operating budget; this means any cash flow from year to year is quickly used up by ongoing maintenance needs, including needs that arise in response to experiencing extraordinary events such as unit floods. The building is aging, and major systems and surfaces need repair and replacement, activity that cannot be supported by

the property's operating budget. Home Forward funded the elevator modernization in 2017 and currently financially supports half of the resident services coordinator position.

OVERVIEW

To address the needs at Peter Paulson Apartments, staff are planning to prepare an application requesting grant funding from the current Rental Housing Portfolio Preservation Pool offered by OHCS. As a property that currently exists as part of the OHCS portfolio, Peter Paulson Apartments is qualified to apply for these funds. If awarded, grant funds received will be utilized to perform necessary improvements to the building's envelope, systems, and surfaces, which in turn will improve the living environment for the residents served in the community.

We recently engaged a vendor to prepare a current capital needs assessment (CNA) to determine the scope and amount of work needed at Peter Paulson Apartments. We anticipate receiving a draft by the end of July and expect that the recommended work will include:

- Replacement of common area flooring
- Clean and seal the exterior envelope
- Replacing the roof
- Installing a new call box entry system
- Repair/replacement the elevator cab interiors and doors
- Updating the HVAC system
- Performing common area painting

The CNA findings will be the tool driving the scope of work included in the funding request to OHCS.

CONCLUSION

The Board of Commissioners ("the Board") is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services ("OHCS") applications for preservation grant funds to support work needed at Peter Paulson Apartments.



RESOLUTION 22-08-01

RESOLUTION 22-08-01 AUTHORIZES THE EXECUTIVE DIRECTOR TO ACCEPT GRANT FUNDING FOR PETER PAULSON APARTMENTS TO PAY FOR CAPITAL IMPROVEMENTS FROM OREGON HOUSING AND COMMUNITY SERVICES AFFORDABLE RENTAL HOUSING PORTFOLIO PRESERVATION POOL

WHEREAS, Home Forward is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.725 ("Housing Authority Laws") to purchase any real property and to accept grants, loans, or any other form of financial assistance from any source public or private for the purpose of developing a housing project; and

WHEREAS, Home Forward seeks to preserve its existing housing stock to benefit the population it serves and the surrounding community; and

WHEREAS, Home Forward owns and asset manages Peter Paulson Apartments, a 93-unit property in downtown Portland located at 1530 SW 13th Ave, Portland, OR 97201; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Executive Director, or her designee, to execute any document related to the submission of a grant application to OHCS for Affordable Rental Housing Portfolio Preservation Pool funding to support the rehabilitative work needed at Peter Paulson Apartments.

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair



MEMORANDUM

To: Board of Commissioners
Date: August 16, 2022

From: Tonya Evans, Director Asset Management
503.802.8451
Merrell Baker, Asset Manager
503.802.8451

Subject: Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Gretchen Kafoury Commons Capital Projects
Resolution 22-08-02

The Board of Commissioners (“the Board”) is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services (“OHCS”) applications for preservation grant funds to support work needed at Gretchen Kafoury Commons.

This action supports Home Forward’s Strategic Plan Goal One Portfolio: Our real estate is preserved to ensure critical access to quality, affordable housing.

BACKGROUND

Gretchen Kafoury Commons, located at 1240 SW Columbia St, is a five-story building consisting of 129 units including studio, one, and two bedroom apartments. It was built in 2000 and houses a variety of income levels between 40%-70% of Area Median Income (AMI).

For years, Gretchen Kafoury Commons has explored solutions for leaky windows and patio drainage issues. Both are tied into the siding, which is partially made up of large, corrugated metal sheets that need to be removed to explore a solution. The expense of the scope became too great for project reserves. The OHCS preservation funds should provide the necessary funding to pay for these repairs.

OVERVIEW

To address the needs at Gretchen Kafoury Commons, staff are planning to prepare an application requesting grant funding from the current Rental Housing Portfolio Preservation Pool offered by OHCS. As a property that currently exists as part of the OHCS portfolio, Gretchen Kafoury Commons qualifies to apply for these funds. If awarded, grant funds received will be utilized to perform necessary improvements to the building's envelope, systems, and surfaces, which in turn will improve the living environment for the residents served in the community.

We have a capital needs assessment (CNA) from 2017 that will help determine the scope and amount of work needed at Gretchen Kafoury Commons. The work includes:

- Fix patio leaks
- Clean and seal the exterior elevation siding and decks
- Replacing the roof
- Leak detection and window replacement
- Elevator modernization and door replacement

CONCLUSION

The Board of Commissioners ("the Board") is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services ("OHCS") applications for preservation grant funds to support work needed at Gretchen Kafoury Commons.



RESOLUTION 22-08-02

RESOLUTION 22-08-02 AUTHORIZES THE EXECUTIVE DIRECTOR TO ACCEPT GRANT FUNDING FOR GRETCHEN KAFOURY COMMONS TO PAY FOR CAPITAL IMPROVEMENTS FROM OREGON HOUSING AND COMMUNITY SERVICES AFFORDABLE RENTAL HOUSING PORTFOLIO PRESERVATION POOL

WHEREAS, Home Forward is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.725 ("Housing Authority Laws") to purchase any real property and to accept grants, loans, or any other form of financial assistance from any source public or private for the purpose of developing a housing project; and

WHEREAS, Home Forward seeks to preserve its existing housing stock to benefit the population it serves and the surrounding community; and

WHEREAS, Home Forward owns and asset manages Gretchen Kafoury Commons, a 129-unit property in downtown Portland located at 1240 SW Columbia St, Portland, OR 97201.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Executive Director, or her designee, to execute any document related to the submission of a grant application to OHCS for Affordable Rental Housing Portfolio Preservation Pool funding to support the rehabilitative work needed at Gretchen Kafoury Commons.

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair



MEMORANDUM

To:	Board of Commissioners	Date:	August 16, 2022
From:	Tonya Evans, Director Asset Management 503.802. Chris Hughson, Asset Manager 503.802.8483	Subject:	Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Sequoia Square Apartments Capital Projects Resolution 22-08-03

The Board of Commissioners (“the Board”) is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services (“OHCS”) applications for preservation grant funds to support work needed at Sequoia Square Apartments.

This action supports Home Forward’s Strategic Plan Goal One Portfolio: Our real estate is preserved to ensure critical access to quality, affordable housing.

BACKGROUND

Sequoia Square Apartments, located at 247 SE 160th Avenue in Portland, consists of four 2-story buildings and two 3-story buildings containing 62 apartment units and a single-story rental office/clubhouse building. The site is approximately 1.86 acres. It was built in 2001 and houses a variety of income levels between 30%-60% AMI.

For years, Sequoia Square Apartments has struggled to find a solution to water intrusion at the exterior wall assemblies, second story decks, and exterior storage closets. These issues are caused by a variety of construction methods including: (1) Improper or missing metal flashing; (2) Concrete covered balconies were poorly integrated with edge flashing; (3) the Weather Resistant Barrier was not lapped up the walls correctly; (4) Wooden columns and stair stringers lack adequate clearance from paved surfaces; and (5) the

decks have many deficiencies that have led to water intrusion and resulting damage. The expense of the recommended repair scope became too great for project reserves. The OHCS preservation funds would provide necessary funding to help pay for these repairs.

OVERVIEW

To address the needs at Sequoia Square Apartments, staff are planning to prepare an application requesting grant funding from the current Rental Housing Portfolio Preservation Pool offered by OHCS. As a property that currently exists as part of the OHCS portfolio, Sequoia Square Apartments qualifies to apply for these funds. If awarded, grant funds received will be utilized to perform necessary improvements to the building's envelope, which in turn will improve the living environment for the residents served in the community.

We have a capital needs assessment (CNA) from 2015 and a Building Enclosure Condition Assessment from 2020 which has helped staff identify the following recommended scope of repair work:

- Replace all siding
- Replace elevated decks and properly integrate them into the building envelope
- Replace the roof, gutters and downspouts
- Replace all doors and windows
- Replace bath fans with condensation sensing models

CONCLUSION

The Board of Commissioners ("the Board") is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services ("OHCS") applications for preservation grant funds to support work needed at Sequoia Square Apartments.



RESOLUTION 22-08-03

RESOLUTION 22-08-03 AUTHORIZES THE EXECUTIVE DIRECTOR TO ACCEPT GRANT FUNDING FOR SEQUOIA SQUARE APARTMENTS TO PAY FOR CAPITAL IMPROVEMENTS FROM OREGON HOUSING AND COMMUNITY SERVICES AFFORDABLE RENTAL HOUSING PORTFOLIO PRESERVATION POOL

WHEREAS, Home Forward is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.725 ("Housing Authority Laws") to purchase any real property and to accept grants, loans, or any other form of financial assistance from any source public or private for the purpose of developing a housing project; and

WHEREAS, Home Forward seeks to preserve its existing housing stock to benefit the population it serves and the surrounding community; and

WHEREAS, Home Forward owns and asset manages Sequoia Square Apartments, a 62-unit property in East Portland, located at 247 SE 160th Avenue, Portland, OR 97233;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Executive Director, or her designee, to execute any document related to the submission of a grant application to OHCS for Affordable Rental Housing Portfolio Preservation Pool funding to support the rehabilitative work needed at Sequoia Square Apartments.

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair



MEMORANDUM

To: Board of Commissioners
Date: August 16, 2022

From: Tonya Evans, Director Asset Management
503.802.8437
Chris Hughson, Asset Manager
503.802.8483

Subject: Authorize Oregon Housing and Community Services Affordable Rental Housing Portfolio Preservation Pool Funding for Schiller Way Capital Projects
Resolution 22-08-04

The Board of Commissioners (“the Board”) is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services (“OHCS”) applications for preservation grant funds to support work needed at Schiller Way.

This action supports Home Forward’s Strategic Plan Goal One Portfolio: Our real estate is preserved to ensure critical access to quality, affordable housing.

BACKGROUND

Schiller Way, located at 9326 SE Schiller Street in Portland, is a two-story garden-style apartment community consisting of 26 units including two-, three-, and four-bedroom townhomes, along with two 5-bedroom group homes. It was built in 1999 and houses a variety of income levels between 30%-60% Area Median Income (AMI).

For years, Schiller Way has needed adequate funding to address water intrusion at the second story decks and for interior unit renovations including kitchens, bathrooms, flooring, and systems. Although repairs have commenced on the second story decks and interior bath fan replacement, the expense of the remaining repair scope became too great for project reserves. The OHCS preservation funds would provide necessary funding to help pay for these repairs.

OVERVIEW

To address the needs at Schiller Way Apartments, staff are planning to prepare an application requesting grant funding from the current Rental Housing Portfolio Preservation Pool offered by OHCS. As a property that currently exists as part of the OHCS portfolio, Schiller Way qualifies to apply for these funds. If awarded, grant funds received will be utilized to perform necessary improvements to the building's envelope, unit interiors and systems, which in turn will improve the living environment for the residents served in the community.

We have a capital needs assessment (CNA) from 2022 and a Building Enclosure Condition Assessment from 2021 which has helped staff identify the following recommended scope of repair work:

- Replace all siding
- Replace elevated decks and properly integrate them into the building envelope (completed in 2022)
- Replace the roof, gutters, and downspouts
- Replace all doors and windows
- Replace bath fans with condensation sensing models (In Process)
- Renovate unit interiors, including kitchens, bathrooms, flooring, and systems.

CONCLUSION

The Board of Commissioners ("the Board") is requested to approve a resolution authorizing the Executive Director, and/or any designee of the Executive Director, to execute and deliver such documents as may be required to enable Home Forward to submit to Oregon Housing and Community Services ("OHCS") applications for preservation grant funds to support work needed at Schiller Way.



RESOLUTION 22-08-04

RESOLUTION 22-08-04 AUTHORIZES THE EXECUTIVE DIRECTOR TO ACCEPT GRANT FUNDING FOR SCHILLER WAY APARTMENTS TO PAY FOR CAPITAL IMPROVEMENTS FROM OREGON HOUSING AND COMMUNITY SERVICES AFFORDABLE RENTAL HOUSING PORTFOLIO PRESERVATION POOL

WHEREAS, Home Forward is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.725 ("Housing Authority Laws") to purchase any real property and to accept grants, loans, or any other form of financial assistance from any source public or private for the purpose of developing a housing project; and

WHEREAS, Home Forward seeks to preserve its existing housing stock to benefit the population it serves and the surrounding community; and

WHEREAS, Home Forward owns and asset manages Schiller Way Apartments, a 26-unit property in East Portland, located at 9326 SE Schiller Street, Portland, OR 97266.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Executive Director, or her designee, to execute any document related to the submission of a grant application to OHCS for Affordable Rental Housing Portfolio Preservation Pool funding to support the rehabilitative work needed at Schiller Way Apartments.

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair



MEMORANDUM

To: Board of Commissioners
Date: August 16, 2022

From: Taylor Smiley Wolfe, Director of
Policy and Planning
503.802.8506
Subject: Authorize an Intergovernmental
Agreement with Oregon Housing
and Community Services
Resolution 22-08-05

The Board of Commissioners (“the Board”) is requested to authorize the execution and implementation of an Intergovernmental Agreement with Oregon Housing and Community Services (“OHCS”) for the purpose of Home Forward administering a statewide grant program to alleviate debt of affordable housing providers due to tenant nonpayment of rent between April 1, 2020 to April 30, 2022.

This action supports Strategic Plan Goal, One System: We leverage our role as the largest provider of affordable housing in Oregon to improve collaboration and efficacy between systems impacting people in poverty.

BACKGROUND

In response to the COVID-19 public health emergency, affordable housing providers experienced increases in operational costs, and residents struggled to pay their monthly rent. A survey conducted by a network of affordable housing providers identified a total of \$13.8 million in losses due to resident nonpayment of rent. Affordable housing providers requested that the legislature take action to address this issue during the 2021 legislative session. The legislature did not provide direct funding to affordable housing providers to alleviate this debt in the 2021 legislative session and affordable housing providers renewed their request to the Oregon State Legislature Emergency Board. The June 2022 Emergency Board of the Oregon State Legislature approved an allocation of \$5 million to help alleviate outstanding debt due to nonpayment of rent for affordable housing providers in the State of Oregon. The Emergency Board identified Home Forward as the administrator of this statewide program (see Attachment A).

OVERVIEW

The Intergovernmental Agreement with Oregon Housing and Community Services would provide Home Forward with \$5 million to administer a statewide non-competitive grant program to alleviate nonpayment of rent debt accumulated by residents of affordable housing. To be eligible to receive these resources, the applicant must be a local government, non-profit, public housing authority, or for profit with a regulatory agreement with a local, state, or federal government to provide affordable housing. The applicant must include all of the debt that accumulated as a result of tenant nonpayment of rent in affordable units they own in Oregon between April 1, 2020 and April 30, 2022 in their application. Home Forward will open the application for thirty days and will equitably award available program funds. For example, if there are \$5 million in available program resources and applicants apply for \$10 million in eligible debt, Home Forward will award all eligible applicants at 50 percent of the eligible debt included in their application. Award recipients will be required to alleviate nonpayment of rent debt from tenant ledgers in an amount equivalent to their award. They will be required to apply any grant funds to the ledgers of current residents first.

Home Forward must provide a high-level report to Oregon Housing and Community Services by November 1, 2022.

Home Forward has attached the intergovernmental agreement (see Attachment B).

CONCLUSION

Home Forward staff now request that the Board of Commissioners authorize the execution and implementation of an Intergovernmental Agreement with Oregon Housing and Community Services to administer this statewide debt relief program for affordable housing providers.

ATTACHMENTS

Attachment A. Joint Emergency Board Item 80, Recommendation (June 2022)

Attachment B. Intergovernmental Agreement, Oregon Housing and Community Services



RESOLUTION 22-08-05

RESOLUTION 22-08-05 AUTHORIZES THE EXECUTION AND IMPLEMENTATION OF AN INTERGOVERNMENTAL AGREEMENT WITH OREGON HOUSING AND COMMUNITY SERVICES (“OHCS”) TO ADMINISTER A STATEWIDE GRANT PROGRAM FOR AFFORDABLE HOUSING PROVIDERS TO ALLEVIATE NONPAYMENT OF RENT DEBT

WHEREAS, The COVID-19 pandemic resulted in increased operational expenses for affordable housing providers and operational losses as a result of resident nonpayment of rent; and

WHEREAS, A survey of affordable housing providers identified at least \$13.8 million in losses due to affordable housing residents being unable to pay rent; and

WHEREAS, the financial health of affordable housing providers is a matter of statewide concern given the critical role they play in implementing the legislature’s affordable housing goals, and providing stable and affordable housing to the lowest income residents of Oregon; and

WHEREAS, the grant program will benefit residents of affordable housing by alleviating nonpayment of rent debt owed by the resident; and

WHEREAS, The June 2022 Joint Emergency Board identified Home Forward as the administrator of this program; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes the execution and implementation of an Intergovernmental Agreement with Oregon Housing and Community Services (OHCS) to receive \$5 million to administer a statewide rent debt relief program for affordable housing providers;

BE IT FURTHER RESOLVED, that the Board of Commissioners of Home Forward authorizes the Executive Director, or her designee, to execute any document related to this housing stability program.

ADOPTED: AUGUST 16, 2022

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

SUBCOMMITTEE RECOMMENDATION

Item 80: Housing and Community Services Department Affordable Housing Stabilization

To: Emergency Board Full Committee
From: Human Services Subcommittee
Carrier: Senator Manning

The Human Services Subcommittee recommends that the Emergency Board allocate \$5,000,000 General Fund from the Emergency Fund to the Housing and Community Services Department for distribution to Home Forward, to administer an affordable housing stabilization grant fund for affordable housing providers that can demonstrate outstanding debt from past due rent accumulated by residents in affordable units between April 1, 2020 through April 30, 2022.

This request was made to the Co-Chairs of the Emergency Board by affordable housing providers with support from affordable housing advocates, the Governor’s Office and the Housing and Community Services Department. The funds would be granted by the Department to Home Forward and used to alleviate a portion of rental income losses during a period which corresponds to months that rent was due during Oregon’s Covid-19 state of emergency. Home Forward volunteered to administer the program to help expedite deployment of funds. To be eligible for a grant, a property must be owned by a non-profit, a local government, a public housing authority, or a for-profit affordable housing provider with regulatory affordable rental agreements in place. Funds could only be awarded for those units where the rent is affordable to households making less than 80% of area median income. As a condition of receiving these funds, housing providers who are awarded a grant must forgive an equivalent amount of tenant debt. The Department will report to the Emergency Board by December 2022 on awards made and debt alleviated.

The Subcommittee recommends approval.

INTERGOVERNMENTAL AGREEMENT

Affordable Housing Stabilization Fund Agreement No. 7299

This intergovernmental grant agreement (this "Agreement") is between the State of Oregon acting by and through its **Oregon Housing and Community Services Department ("OHCS")**, together with its successors and assigns ("Agency") and **Home Forward**, a body corporate and politic of the State of Oregon created under ORS 456.055 to 456.235 ("Housing Authority"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by the 2021-2022 Interim Joint Emergency Board meeting held and motion approved on June 3, 2022.

SECTION 2: BACKGROUND AND PURPOSE

OHCS is entering into this Agreement with Housing Authority to establish and administer the Affordable Housing Stabilization Fund ("AHSF") established by the Joint Emergency Board (June 2022) which allocated \$5 million for the purpose of providing grant funding to affordable housing providers with outstanding debt as the result of tenant nonpayment between April 1, 2020 to April 30, 2022. To be eligible for the funding, the applicant must be an affordable housing provider: a local government, a public housing authority, a non-profit, or a for profit with a regulatory agreement with a local, state, or federal government to provide affordable housing. Eligible nonpayment can only have accrued in units affordable to households making less than 80 percent of the Area Median Income (AMI) between April 1, 2020 and April 30, 2022. The Legislature intended for a third-party to design and implement this program and identified the Housing Authority as that party. The Subcommittee Recommendation and approval in the Joint Emergency Board Materials, Item 80 (June 2022), is attached as Exhibit A.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date all Parties have executed this Agreement and, when required, approval by the Department of Justice is obtained (the "Effective Date") and terminates on February 1, 2023, unless terminated earlier in accordance with Section 17.

Notwithstanding the Effective Date, Housing Authority may, at its own risk, begin work prior to the Effective Date.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Rick Ruzicka
725 Summer Street NE, Suite B
Salem, OR 97301
503-986-6824
rick.ruzicka@hcs.oregon.gov

4.2 Housing Authority's Authorized Representative is:

Kandy Sage
135 SW Ash Street
Portland, Oregon 97204
503.802.8585
Kandy.sage@homeforward.org

4.3 A Party may designate a new Authorized Representative by written notice to the other Party without the need for formal amendment of this Agreement.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Housing Authority shall perform the following:

- Establish the Affordable Housing Stabilization Fund as outlined in the Joint Emergency Board Materials, Item 80 (June 2022), including programmatic design, details, and measures to ensure applicant eligibility and general program integrity, including requiring applicant attestations that they are not receiving a duplication of benefits.
- Housing Authority will begin taking applications for the Affordable Housing Stabilization Fund no later than August 31, 2022 and Housing Authority will stop accepting applications on or before September 30, 2022.
- Provide compensation to eligible applicants pursuant to the appropriation made in the Joint Emergency Board Materials, Item 80 (June 2022) on a non-competitive basis. Once the application window closes, the Housing Authority

will determine the total eligible funding requested and equitably distribute the awards. For example, if there are \$10 million in eligible funds requested but only \$5 million in program funds available, all eligible applicants would receive 50% of the eligible funding requested. Housing Authority shall execute agreements with Affordable Housing Stabilization Fund recipients and shall require recipients to apply awards to current resident debt prior to applying any funds towards former resident debt. The Housing Authority will stop executing agreements and disbursing funds by October 1, 2022 or when all funding has been disbursed, whichever comes first.

- Serve as point of contact for Legislators, media, and the public related to the Affordable Housing Stabilization Fund.
- Provide a high-level report to the Agency by November 1, 2022 as required by the Legislative Fiscal Office (Joint Emergency Board Materials, Item 80 (June 2022 Meeting)). The report shall also include an accounting of the \$5,000,000 appropriation, administrative expenses, awardees and amounts awarded, along with supporting information that demonstrates the total outstanding tenant debt that was attributable to unpaid rent from April 1, 2020 - April 30, 2022; and the percent of unpaid rent the grant helped to alleviate, and other available program information requested by Agency.

5.2 Agency will perform the following:

- Transfer payment of \$5 million to Housing Authority following the Effective Date.
- Provide available information regarding eligible organizations with regulatory agreements with Agency.

SECTION 6: COMPENSATION

The maximum, not-to-exceed compensation, also referred to as "contribution amount" payable to Housing Authority under this Agreement, is **\$5,000,000**. An amount up to 5% of the compensation (\$250,000) may be used for Housing Authority's administrative costs. Due to the emergency nature of this agreement, OHCS authorizes work done by the Authority after June 1, 2022 to be reimbursable under this agreement. Housing Authority must return to the Agency, within 30 days, any funds and corresponding administrative compensation remaining after October 1, 2022.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Housing Authority represents and warrants to Agency that:

- 7.1** Housing Authority is a public body duly organized and validly existing in the State of Oregon as a public corporation created under ORS 456.055 to 456.235. Housing Authority has the power and authority to enter into and perform the Housing Authority obligations outlined in this Agreement;
- 7.2** The making and performance by Housing Authority of this Agreement (a) have been duly authorized by Housing Authority, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Housing Authority's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Housing Authority is party or by which Housing Authority may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Housing Authority of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by Housing Authority and constitutes a legal, valid and binding obligation of Housing Authority enforceable in accordance with its terms;
- 7.4** Housing Authority shall, at all times during the term of this Agreement, be qualified and duly licensed to perform its obligations under this Agreement; and
- 7.5** Housing Authority understands that the representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Housing Authority.

SECTION 8: GOVERNING LAW, 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 Agency or any other agency or department of the State of Oregon, or both, and Housing Authority 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; provided, however, 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. In no event shall this Section be construed as a waiver by the State of Oregon of 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 otherwise, to or from any Claim or from the jurisdiction of any court. HOUSING AUTHORITY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Housing Authority Intellectual Property" means any intellectual property owned by Housing Authority and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Housing Authority or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Housing Authority is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Housing Authority under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Housing Authority agree that any Work Product that is an original work of authorship created by Housing Authority under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Housing Authority under this Agreement is not "work made for hire," Housing Authority hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Housing Authority under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Housing Authority shall execute such further documents and instruments necessary to fully vest such rights in Agency. Housing Authority forever waives any and all rights relating to Work Product created by Housing Authority under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Housing Authority under this Agreement is a derivative work based on Housing Authority Intellectual Property, or is a compilation that includes Housing Authority Intellectual Property, Housing Authority hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Housing Authority Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Housing Authority under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Housing Authority shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Housing Authority Intellectual Property, Housing Authority hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Housing Authority Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Housing Authority shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Housing Authority grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Housing Authority shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third

Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Housing Authority (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Housing Authority in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Housing Authority on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Housing Authority on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Housing Authority is jointly liable with Agency (or would be if joined in the Third Party Claim), Housing Authority shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Housing Authority on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Housing Authority on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Housing Authority's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: HOUSING AUTHORITY DEFAULT

Housing Authority will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Housing Authority fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 11.2** Any representation, warranty, or statement made by Housing Authority in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds, or the performance by Housing Authority is untrue in any material respect when made;
- 11.3** Housing Authority (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Housing Authority, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts of Housing Authority, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Housing Authority or of all or any substantial part of its assets, or (c) similar relief in respect to Housing Authority under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Housing Authority is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Housing Authority is in Default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17; (b) reducing or withholding payment for work or Work Product that Housing Authority has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Housing Authority to perform, at Housing Authority's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement; (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Housing Authority elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event Agency terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, Housing Authority's sole monetary remedy will be: (a) for work compensable at a stated rate, (1) a claim for unpaid invoices for work completed and accepted by Agency, (2) for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, (3) for authorized expenses incurred, and (4) for interest within the limits of ORS 293.462, all of which less any claims Agency has against Housing Authority; and (b) for deliverable-based work, (1) a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, (2) for authorized expenses incurred, and (3) for interest within the limits of ORS 293.462, all of which less previous amounts paid for the deliverable and any claims that Agency has against Housing Authority. In no event will Agency be liable to Housing Authority for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Housing Authority exceed the amount due to Housing Authority under this Section 13.2, Housing Authority shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

Upon expiration of the Agreement on February 1, 2023, any funds remaining after covering eligible applicant payments and the allowed compensation for administrative costs (per Section 6) shall be returned to the state within 30 days. Failure to do so will result in Housing Authority default.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: CONFIDENTIAL INFORMATION

16.1 Confidential Information Definition. Housing Authority acknowledges it and its employees and agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or rental assistance program participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information related to domestic violence: (1) as described in subsection (g)(4)(A)(iii) of Section 501 of Division N, Title V, Subtitle A ("Emergency Rental Assistance" or "ERA") of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), (2) as described in the Violence Against Women Act, 34 USC Subtitle I, Chapter 121, Subchapter III, Part I "Privacy Protections for Victims of Domestic Violence, Dating Violence, Sexual Violence and Stalking", and (3) is afforded state law protection from public disclosure under ORS 192.355 (38), (items (i) and (ii) hereof separately and collectively "Confidential Information"). Confidential Information does not include information that (i) is or becomes (other than by disclosure by Housing Authority) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Housing Authority's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than Agency without the obligation of confidentiality; (v) is disclosed with the written consent of Agency; or (vi) is independently developed by employees, agents or subcontractors of Housing Authority who can be shown to have had no access to the Confidential Information.

16.2 Nondisclosure. Housing Authority agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Housing Authority uses in maintaining the confidentiality of its own confidential information. Housing Authority may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the activities under

this Agreement and Housing Authority must advise each of its employees and agents of these restrictions. Housing Authority must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Housing Authority must advise Agency immediately if Housing Authority learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Housing Authority must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Housing Authority must submit, return, or destroy any Confidential Information in the manner requested by Agency. If Agency requests Housing Authority to destroy any Confidential Information, Housing Authority must provide Agency with written assurance indicating how, when and what information was destroyed. Agency acknowledges that Housing Authority is subject to the Oregon Public Records Law and any public disclosure necessary to comply with such law is not a breach of this Agreement.

16.3 Identify Protection Law. Housing Authority must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by Oregon Consumer Information Protection Act, ORS 646A.600-628. If Housing Authority or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Housing Authority must promptly but in any event within **one (1) calendar day** (i) notify the Agency's Grant Manager of such Breach, and (ii) if the applicable Confidential Information was in the possession of Housing Authority or its agents as the time of such Breach, Housing Authority must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Housing Authority will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required for any such Breach to any individual(s) or entity(ies), agency will have sole control over the timing, content, and method of such notice, subject to Housing Authority's obligations under applicable law.

16.4 Subgrants/Contracts. Housing Authority must require any subrecipients, contractors or subcontractors under this Agreement who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Housing Authority under subsections 16.1 and 16.2 of this Section.

SECTION 17: TERMINATION

17.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 Agency may terminate this Agreement as follows:

17.2.1 Upon thirty (30) days advance written notice to Housing Authority;

17.2.2 Immediately upon written notice to Housing Authority, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

17.2.3 Immediately upon written notice to Housing Authority, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

17.2.4 Immediately upon written notice to Housing Authority, if Housing Authority is in default under this Agreement and such default remains uncured twenty (20) days after written notice thereof to Housing Authority; or

17.2.5 As otherwise expressly provided in this Agreement.

17.3 Housing Authority may terminate this Agreement as follows:

17.3.1 Immediately upon written notice to Agency, if Housing Authority fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Housing Authority's reasonable administrative discretion, to perform its obligations under this Agreement;

17.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Housing Authority's performance under this Agreement is prohibited or Housing Authority is prohibited from paying for such performance from the planned funding source;

17.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured twenty (20) days after written notice thereof to Agency; or

17.3.4 As otherwise expressly provided in this Agreement.

17.4 Upon receiving a notice of termination of this Agreement, Housing Authority will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Housing Authority will deliver to Agency all

documents, information, works-in-progress, Work Product, and other property that are or would be deliverables under the Agreement. Upon Agency's request, Housing Authority will surrender all documents, research, or objects or other tangible things needed to complete the work that was to have been performed by Housing Authority under this Agreement.

SECTION 18: INSURANCE

The Housing Authority shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

SECTION 19: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this Agreement.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by

the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15, and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Housing Authority is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: INTENDED BENEFICIARIES

Agency and Housing Authority are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural disasters or causes, global pandemic, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Housing Authority after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: ASSIGNMENT AND SUCCESSORS IN INTEREST

Housing Authority may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Housing Authority to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Housing Authority assignment or transfer of its interest in this Agreement will not relieve Housing Authority of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 30: SUBCONTRACTS

Housing Authority shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Housing Authority under this Agreement. Agency's consent to any subcontract will not relieve Housing Authority of any of its duties or obligations under this Agreement. Written approval includes email communication with Authorized Representatives.

SECTION 31: TIME IS OF THE ESSENCE

Time is of the essence in Housing Authority's performance of its obligations under this Agreement.

SECTION 32: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 33: RECORDS MAINTENANCE AND ACCESS

Housing Authority shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Housing Authority shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Housing Authority, whether in paper, electronic, or other form, that are pertinent to this Agreement in such a manner as to clearly document Housing Authority's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Housing Authority, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Housing Authority acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Housing Authority shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Housing Authority shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 34: HEADINGS

The headings and captions to Sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 35: CONFIDENTIALITY

Housing Authority shall protect, and shall require and cause its subcontractors and vendors to protect, the confidentiality of all information concerning clients and other applicants for and recipient of services funded by this Agreement. Neither the Housing Authority nor its subcontractors or vendors shall release or disclose any such information except as necessary for the administration and reporting of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law, including required disclosures under the Oregon Public Records Law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Housing Authority shall ensure, and shall require and cause its subcontractors and vendors to ensure, that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

SECTION 36: ELECTRONIC SIGNATURES

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

[Signatures pages follow]

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon Housing and Community Services Department (OHCS)

OHCS Director or delegate Date

DocuSigned by:

Rick Ruszicka

8/1/2022

Agreement/Contract Administrator

Date

DocuSigned by:

Sandra Flickinger

8/1/2022

Procurement Specialist

Date

Housing Authority

Housing Authority Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved by Joseph M. Callahan via email on July 15, 2022

AAG Joseph Callahan, Department of Justice

Date

EXHIBIT A

SUBCOMMITTEE RECOMMENDATION**Item 80: Housing and Community Services Department
Affordable Housing Stabilization**

To: Emergency Board Full Committee
From: Human Services Subcommittee
Carrier: Senator Manning

The Human Services Subcommittee recommends that the Emergency Board allocate \$5,000,000 General Fund from the Emergency Fund to the Housing and Community Services Department for distribution to Home Forward, to administer an affordable housing stabilization grant fund for affordable housing providers that can demonstrate outstanding debt from past due rent accumulated by residents in affordable units between April 1, 2020 through April 30, 2022.

This request was made to the Co-Chairs of the Emergency Board by affordable housing providers with support from affordable housing advocates, the Governor's Office and the Housing and Community Services Department. The funds would be granted by the Department to Home Forward and used to alleviate a portion of rental income losses during a period which corresponds to months that rent was due during Oregon's Covid-19 state of emergency. Home Forward volunteered to administer the program to help expedite deployment of funds. To be eligible for a grant, a property must be owned by a non-profit, a local government, a public housing authority, or a for-profit affordable housing provider with regulatory affordable rental agreements in place. Funds could only be awarded for those units where the rent is affordable to households making less than 80% of area median income. As a condition of receiving these funds, housing providers who are awarded a grant must forgive an equivalent amount of tenant debt. The Department will report to the Emergency Board by December 2022 on awards made and debt alleviated.

The Subcommittee recommends approval.

STAFF REPORTS

Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 06/01/22 - 07/31/22

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3000	0	Prime Legacy	\$ 24,464.46	Rebuild of 3 units at Schrunk	Property Management	6/7/2022	7/15/2022
Subtotal			\$ 24,464.46				1

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2997	0	Environmental Works	\$ 50,000.00	On-call radon testing	Property Management	6/13/2022	12/31/2023
C3002	0	Bennett Electric NW LLC	\$ 6,915.00	Replace electrical wiring at NMW	IFSS	6/14/2022	9/21/2022
C2989	0	Carbonell Cleaning Solutions	\$ 59,040.00	Landscaping at Camelia & Tamarack	Property Management	6/16/2022	6/30/2024
C3004	0	Executive Security Services Inc. (ESSI)	\$ 10,000.00	On-call security at NWT only	Property Management	6/16/2022	10/1/2022
C3003	0	Executive Security Services Inc. (ESSI)	\$ 10,000.00	On-call security at HWE only	Property Management	6/22/2022	10/1/2022
C3012	0	ValleyScapes Landscape Solutions	\$ 24,672.00	Landscaping and grounds maintenance at Humboldt Gardens	Property Management	7/1/2022	6/30/2023
C3015	0	Phil-Am Enterprises DBA Environmental Resources Inc	\$ 5,702.58	Asbestos abatement at Ruth Haefner Plaza	Property Management	7/1/2022	12/31/2022
C3010	0	Pono Security	\$ 150,000.00	24 hr. Security at Hollywood East	Property Management	7/11/2022	2/13/2023
C3011	0	Pono Security	\$ 150,000.00	24 hr. Security at NW Towers	Property Management	7/11/2022	2/13/2023
C2986	0	Coin Meter	\$ 872.00	Leasing laundry machines at Project Open Door	Property Management	7/13/2022	4/30/2023
C3007	0	MopHeadz	\$ 46,764.00	Cleaning community spaces, offices, and unit vacates at Tukwila Springs	Property Management	7/13/2022	6/30/2023
C3023	0	Eclipse Security Service	\$ 1,500.00	Security at Project Open Door	Property Management	7/13/2022	10/15/2022

C3022	0	Treecology Inc.	\$ 11,270.00	Pruning at Celilo and Carlton Court	Property Management	7/19/2022	9/1/3022
C3028	0	Jacobs Heating & Air Conditioning	\$ 7,960.00	Installation of ductless A/C in the elevator control room at Williams Plaza	Property Management	7/25/2022	10/1/2022
C2993	0	Canaan Land Tile LLC	\$ 6,015.00	Door replacement for garbage closet at NMW	IFSS	7/26/2022	9/1/2022
Subtotal			\$ 540,710.58				15

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2994	0	Allison Mathews	\$ 3,000.00	Update brand and materials	Executive	6/1/2022	8/31/2023
C2995	0	AB Cultural Drivers	\$ 20,000.00	Community engagement activities for Peaceful Villa redevelopment	DCR	6/13/2022	7/30/2024
C2996	0	Cascade Radon	\$ 50,000.00	On-call radon testing	Property Management	6/13/2022	12/31/2023
C2999	0	Expressive Connections	\$ 1,810.00	Mental Health First Aid Training	Talent & Organizational Development	6/13/2022	7/31/2022
C2991	0	Human Capital Initiatives	\$ 100,000.00	Developing a Strategic Plan	Executive	6/14/2022	6/1/2023
C3009	0	Carpenter Smith Consulting LLC	\$ 750.00	Beating Burnout and the Power of Belonging Workshops	Talent & Organizational Development	6/24/2022	9/17/2022
C3014	0	Nims and Associates	\$ 30,000.00	Consulting work for Yardi	IT	7/5/2022	12/31/2022
C3008	0	Classie Moore	\$ 5,625.00	Program Coordinator at New Columbia & Tamarack for K-Ching Summer Youth Employment Program	Community Services	7/13/2022	8/30/2022
C3025	0	Creative Financial Staffing LLC	\$ 50,000.00	Recruitment for Assistant Controller position	FAAM	7/15/2022	12/16/2022
Subtotal			\$ 261,185.00				9

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
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C3020		Reitmeier Mechanical	\$ 8,280.00	Providing mechanical engineering to address ventilation issues and additional cooling as needed for the corridors as The Yards.	DCR	7/18/2022	12/31/2022
Total			\$ 8,280.00				1

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2465	3	Elizabeth Bradley (E.B.) Ferdig	\$ 4,320.00	Weekly yoga classes at BCC; amended to extend contract	Property Management	6/1/2022	6/30/2023
C2827	7	Paul Brothers	\$ 10,545.48	PCO 13.1, 14, 15 Dekum Head Start Clegg Child Care	DCR	6/2/2022	6/3/2022
C2601	1	Epic Land Solutions	\$ -	Resident Relocation at Dahlke Manor; amended to add time	DCR	6/6/2022	9/30/2022
C2967	2	Johnson Controls Fire Protection	\$ 111,312.00	Fire Safety Services; amended to extend contract	Property Management	6/10/2022	6/1/2025
C2743	1	ValleyScapes Landscape Solutions	\$ 39,416.04	Landscaping services for Maple Mallory and Eliot Square; amended to extend contract	Property Management	6/13/2022	6/30/2023
C2868	3	Walsh Construction Co.	\$ 54,420.00	Dekum CO #1	DCR	6/16/2022	7/31/2023
C2840	2	Central Geotechnical Services, LLC	\$ 11,735.00	Add supplemental explorations for geotech investigations and Fairfield	DCR	6/17/2022	12/31/2022
C1945	1	Easbey Consulting, LLC	\$ -	Consulting services relating to IRS Code, Section 42 compliance: ongoing LIHTC move-in file audits & RAD-LIHTC conversions; amended to extend contract	DCR	6/22/2022	3/1/2023
C2862	3	Cuenta Conmigo LLC	\$ -	Administrative support and executive assistance to the Director of Equity; amended to add time	Executive	6/27/2022	9/30/2022
C2658	2	RFM, LLC	\$ 7,500.00	Dahlke cell tower coordination	DCR	7/5/2022	12/26/2022
C2827	8	Paul Brothers	\$ 3,091.42	PCO 016, 017 Dekum Head Start Clegg Child Care	DCR	7/6/2022	7/31/2022
C3002	1	Bennett Electric NW LLC	\$ -	Replace electrical wiring at NMW; amended to add time	IFSS	7/14/2022	12/31/2022
C2925	1	EHP LLC	\$ -	Documentary project; amended to add time	Executive	7/15/2022	9/1/2022
C2327	13	LMC, Inc.	\$ -	Group 7 GMP CO #9	DCR	7/18/2022	12/31/2022
Subtotal			\$ 242,339.94				14

OTHER AGREEMENTS (Revenue contracts, 3rd Party contracts, MOU's, IGA's)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Subtotal			\$ -				0
Total			\$ 1,076,979.98				40

**Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
6-Month Look Ahead - August 2022**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$900k	Security Improvements @ Celilo Court	DCR	August 2022
TBD	Garbage & Recycling Services for Multiple Properties	Property Management	August 2022
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD
TBD	A&E for N. Maryland	DCR	TBD
TBD	CM/GC for N. Maryland	DCR	TBD