

March 18, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the  
Third Quarter of Fiscal Year 2021

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2021.
<b>Dollar Amount and Fiscal Impact</b>	\$4,675.94 in total collection losses.
<b>Funding Source</b>	N/A
<b>Duration</b>	January 1, 2021 – March 31, 2021
<b>Previous Board Action/Review</b>	First and second quarter collection losses were approved by the Housing Authority Board of Commissioners.
<b>Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2021 (January 1, 2021 – March 31, 2021). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2021 will be \$4,675.94 for Low Rent Public Housing. Of the total third quarter write offs, \$4,081.50 was for uncollected rents and \$594.44 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2021 will be \$4,675.94.

**RECOMMENDATION:**

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

  
Rodney Cook  
Interim Director



LRPH

Collection Loss for the period of

1/1/2021 to 3/31/2021  
Third Quarter of Fiscal Year 2021

DO NOT INCLUDE UNIT NO.'S/ SS#'S/OR NAMES ON COPY SENT WITH BBC LETTER

Unit #	SS #	Name	Rent	Sundry	Total
10008-3	xxx-xx-7794	Brian Allwine	4,081.50	594.44	\$ 4,675.94
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Write-off</b>			<b>4,081.50</b>	<b>594.44</b>	<b>4,675.94</b>

Accounting Specialist 1 - Betty McKee

Deputy Director of Finance - Jason Kirkpatrick

Executive Director - Jill Smith

March 18, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2021-2022

<b>Purpose/Outcomes</b>	Approval of the Delegation of Budget Authority for Fiscal Year 2021-2022, as amended
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	March 18, 2021 – June 30, 2022
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute the delegation of budget authority for fiscal year 2019-2020, as amended.

The Delegation of Budget Authority has been updated to include two (2) additional staff, Joe Vennes and Vahid Brown. The Delegation of budget authority authorizes identified staff authority to approve expenditures at or below their listed dollar threshold. The delegation of authority differs from contract signing authority, in that individuals can approve budgeted expenditures under existing agreements but not obligate HACC under a new contract. Contract signing authority is outlined in HACC's Procurement Handbook.

**RECOMMENDATION:**

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2021-2022 and have Chair Smith sign the form as the elected official.

Respectfully submitted,



Rod Cook, Interim Director  
Health, Housing and Human Services



Department Name: Housing Authority of Clackamas County Entity: HA Date: 1/21/2021

**Primary Signer Acknowledgement**

By signing below, I acknowledge that I have read and understand the applicable policies and procedures as referenced. I assume full responsibility for delegation of budget authority to the employees as indicated below.

Name & Title of Director/Elected Official (TYPE): Tootie Smith, Housing Authority of Clackamas County Board Chair

Signature and Initials:

**Authorized Signers Acknowledgement**

By signing below, I acknowledge that I have read and understand the applicable policies and procedures.

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jill C. Smith</i>	JS
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>J. Kirkpatrick</i>	JK
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Toni Karter</i>	TK
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>EM</i>	EM
Devin Ellin & Angel Sully, Housing Developers	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Angel Sully</i>	AS DE
Allison Coe & Craig Beals, Property Managers	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Allison Coe</i>	CB AC
Josh Teigen, Capital Fund Coordinator	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Josh Teigen</i>	JDT
Debbie Greene, Human Services Supervisor	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Debbie Greene</i>	DG
Jemila Hart, Human Services Coordinator II	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>JH</i>	JH
Joe Vennes, Project Manager	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Joe Vennes</i>	JV
Vahid Brown, Human Services Manager	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Vahid Brown</i>	JVB JVB

March 18, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Requesting approval to apply for a grant for 50 new limited term vouchers for  
Foster Youth to Independence Rental Assistance Program

<b>Purpose/Outcomes</b>	Approval to apply for a grant for 50 limited term, foster youth to independence (FYI) rental assistance vouchers
<b>Dollar Amount and Fiscal Impact</b>	Maximum grant award of 50 vouchers at an estimated value of \$540,000 No County General Funds
<b>Funding Source</b>	U.S. Department of Housing & Urban Development Funds
<b>Duration</b>	Continuously renewed Annually if Awarded
<b>Previous Board Action</b>	8/15/2019 First Application Approved & Awarded 25 FYI
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-502-9278
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for additional grant funds to assist Foster Care youth graduating out of the system. The Housing Authority was awarded 25 FYI vouchers last year and there is a demand for more resources to help our homeless youth. This grant would provide up to 50 more Foster Youth rental assistance and wrap around case management for 36 months to promote a path to self-sufficiency.

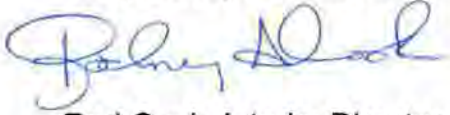
The U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for this new initiative entitled Foster Youth to Independence (FYI) to serve children impacted by Foster Care. This funding will serve children ages 16-24, who have left foster care, or will leave foster care within 90 days, and are homeless or at risk of becoming homeless. If awarded, HACC will provide monthly rental assistance and services through a partnership with our State Child Welfare agency, to help youth become stable and begin working towards self-sufficiency.

HUD is investing in local, collaborative efforts to prevent and end homelessness among youth with a history of child welfare involvement. The success of the program depends heavily on a partnership between HACC and Oregon State Department of Child Welfare. This program has never been awarded in Clackamas County and would be a great new resource for youth exiting the Foster Care system. The grant is expected to be awarded by Spring 2021.

**RECOMMENDATION:**

Staff recommends the HACC Board's approval to apply for the FYI grant and enter into a Memorandum of Understanding (MOU) with the Oregon State Department of Child Welfare. Additionally, staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the FYI grant and MOU.

Respectfully submitted,



Rod Cook, Interim Director

March 18, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County (HACC) and the State of Oregon acting through Oregon Housing and Community Services (OHCS) for the Landlord Compensation Fund program

<b>Purpose/Outcomes</b>	Requesting approval to execute an IGA between HACC and OHCS outlining the Landlord Compensation Fund program
<b>Dollar Amount and Fiscal Impact</b>	OHCS is providing \$15,112,500.00 in Program Funds, no general funds are involved.
<b>Funding Source</b>	Oregon Housing and Community Services, (OHCS)
<b>Duration</b>	March 18, 2021 until July 31, 2021
<b>Previous Board Action</b>	January 12, 2021
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	March 2, 2021; Andrew Naylor
<b>Contact Person</b>	Jill Smith, HACC Executive Director 503-502-9278
<b>Contract No.</b>	Contract No. TBD

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute an IGA between HACC and OHCS outlining the landlord compensation fund program.

During a Special Session on December 21st, the Oregon Legislature enacted an eviction moratorium until June 30, 2021 and established the Landlord Compensation Fund (HB 4401). The Legislature allocated \$200 million in rent assistance to support tenants and landlords, which includes \$150 million for the Landlord Compensation Fund. HB 4401 provides distributions to residential landlords for 80 percent of unpaid rent not collected from qualified tenants after April 1, 2020.

The intention is for HACC and other Housing Authorities across the state to work in partnership with OHCS to distribute funding to their local landlords, many of which Housing Authorities already have strong relationships with. The Housing Authority of Clackamas County intends to participate in this work and is seeking your approval to enter into an IGA that outlines the roles and responsibilities of OHCS and HACC to provide rent assistance payment to eligible owners/landlords.

The IGA outlines the responsibilities of HACC and OHCS. HACC will be responsible for the following:

- Designate a single point of contact
- Address and resolve issues with the application system
- Verify that the LCF applicant is the owner of the property(ies) or an owner's authorized representative
  - Notify LCF Applicant if ownership cannot be verified.
- Create and maintain a designated customer service line and email
- For verified ownership, HACC will transfer LCF payment via check or electronic transfer
- Notify tenants, in writing via mail, and when possible by email, text, or written notice, that payment distribution has been made



- Communicate denials and approvals with landlords
- Issue Internal Revenue Service Form 1099-G or 1099-MISC to owners
- Regularly and promptly update the status and workflow of LCF application in the LCF Application System to ensure status of application is up-to-date
- Provide OHCS with timely feedback for creating customer friendly program information and clarifications (such as FAQ documents)
- Follow OHCS guidance including but not limited to the Landlord Compensation Fund Program Guidelines
- Coordinate and communicate with OHCS through the identified single point of contact

Participating landlords will be agreeing to accept 80% of outstanding rent payment for qualified tenants as payment in full.

Qualified tenants are a household in which the head or a legal representative has provided all the necessary documentation, including the *Declaration of Financial Hardship for Eviction Protection* request, and any OHCS required supplemental forms requested to fulfill the application. Tenant documents must be completed and returned for the tenant to be considered a qualified tenant.

**RECOMMENDATION:**

Staff recommends that the HACC Board approve the Intergovernmental Agreement between the State of Oregon acting through Oregon Housing and Community Services and Housing Authority of Clackamas County. Staff also recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Rod Cook, Interim Director  
Health, Housing and Human Services

# **INTERGOVERNMENTAL AGREEMENT**

## **Landlord Compensation Fund Program Agreement No. 6126**

### **Housing Authority of Clackamas County Contract #10064**

This grant agreement (this “Agreement”) is between the State of Oregon acting by and through its **Oregon Housing and Community Services Department**, together with its successors and assigns (“Agency”) and **Housing Authority of Clackamas County** an Oregon public corporation created under ORS 456.055 to 456.235 (“Housing Authority” or “HA”), each a “Party” and, together, the “Parties”.

## **SECTION 1: EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date this Agreement has been fully executed by every Party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **July 31, 2021**. Agreement termination or expiration shall not extinguish or prejudice either Party’s right to enforce this Agreement with respect to any default by the other Party that has not been cured. The period of performance of this Agreement is April 1, 2020 through June 30, 2021.

## **SECTION 2: BACKGROUND AND PURPOSE**

At the request of Joint Committee on the Third Special Session of 2020, House Bill 4401 was enrolled to declare an emergency and direct Agency to make distributions to compensate residential landlords for 80 percent of past-due rent of qualified tenants that the landlord has not collected after April 1, 2020 by establishing the Landlord Compensation Fund Program to be administered by Agency. The Agency is awarding grant funds under this Agreement to local public housing authorities for the purpose of assisting in administration of the Landlord Compensation Fund Program.

## **SECTION 3: SINGLE POINT OF CONTACT**

### **3.1 Agency’s Single Point of Contact is:**

Natasha Detweiler  
725 Summer Street NE, Suite B  
Salem, OR 97301  
503-508-3821 Office  
[Natasha.Detweiler@oregon.gov](mailto:Natasha.Detweiler@oregon.gov)

### **3.2 Housing Authority’s Single Point of Contact is:**

Jason Kirkpatrick

P.O. Box 1510  
Oregon City, OR 97045  
503-655-8703 Office  
JKirkpatrick@clackamas.us

- 3.3 A Party may designate a new Single Point of Contact (SPC) by written notice to the other Party without the need for formal amendment.

## **SECTION 4: RESPONSIBILITIES OF EACH PARTY**

### **4.1 Housing Authority (“HA”) shall perform the following:**

- Identify and report to Agency, a single point of contact;
- Identify and report to Agency, up to a maximum of two (2) key system users to have access to the Landlord Compensation Fund (LCF) Application System and participate in system user training;
- Verify that the LCF applicant is the owner of the property or properties or an owner’s authorized representative (“LCF Applicant”);
  - Notify LCF Applicant and Agency if ownership cannot be verified;
- If HA is able to verify ownership, HA will transfer LCF payment distributions determined by Agency to approved selected owners by either check or electronic transfer, method determined by LCF Applicant’s selection in the LCF Application System:
  - HA will attempt to address and resolve issues or concerns with the ACH information provided by LCF Applicant;
  - HA will be responsible for contacting LCF Applicant to resolve any issues in a timely manner in order to process payment;
- Notify tenants, in writing via mail, and when possible by email, text, or written notice, that payment distribution has been made;
- Issue Internal Revenue Service (IRS) Form 1099-G (Certain Government Payments) or an IRS Form 1099-MISC to owners based on the owner’s submitted Taxpayer Identification Number and Certification Form (W-9);
  - LCF Applicant will submit the W-9 electronically through the LCF Application System;
  - HA will attempt to address and resolve issues or concerns with the information provided on the submitted W-9;
- Regularly and promptly update the status and workflow of LCF applications in the LCF Application System to ensure status of application is up-to-date;
- Create and maintain or provide a designated customer service phone line and email address;
- Provide Agency with timely feedback for creating customer friendly program information and clarifications (such as FAQ documents);
- Follow applicable Agency guidance, including but not limited to the *Landlord Compensation Fund (LCF) Program Guidelines*; and
- Coordinate and communicate with Agency through the identified Single Point of Contact.

### **4.2 Agency will perform the following:**

- Identify and report to HA, a single point of contact;

- Develop, and provide access to HA, a Landlord Compensation Fund (LCF) Application System;
- Create and maintain a designated customer service phone line and email address;
- Coordinate training for HA on the LCF Application System and use;
- Address and resolve any issues with the LCF Application System in a timely manner that are preventing HA from completing responsibilities (notwithstanding the timely resolution of any technical issues that are the responsibility of Agency’s contractor developing and maintaining the LCF Application System);
- Translate LCF application documents in multiple languages;
- Accept and review submitted LCF applications through the LCF Application System;
- Request LCF Applicant’s preference for payment between paper check or electronic transfer (ACH) and provide LCF Applicant’s response to HA;
- Request the owner’s W-9 from the LCF Applicant through the LCF Application System;
- Request electronic transfer (ACH) information from LCF Applicant through the LCF Application System;
- Select project portfolio’s for funding and calculate tenant rent-arrearage for eligibility;
- Notify LCF Applicant if their LCF application was not approved;
- Notify LCF Applicant if their application was selected and that funding is contingent upon HA verification of ownership;
- Assign approved LCF applications to HA with allocated funding amounts to relay and disburse payment distributions;
- Provide access to the Housing Authority’s Single Point of Contact (and HA’s backup point of contact, if applicable) to access LCF Applicant’s submitted documentation through the LCF Application System (such as W-9 and ACH forms);
- Create tenant notification letter that HA will send to notify tenant of payment;
- Create owner notification letter than HA will send to notify LCF Applicant of final funding decision based on ownership verification outcome;
- Compile and publish a Frequently Asked Questions (FAQ) resource document;
- Communicate program timelines and needs with the HA network; and
- Coordinate and communicate with HA through the identified Single Point of Contact.

## SECTION 5: COMPENSATION

**Not to Exceed Compensation.** The maximum, not-to-exceed compensation, also referred to as “Program Distribution” payable to Housing Authority under this Agreement, which includes any allowable expenses, is **\$15,112,500.00**. Program Distribution payments will be made based on the number of LCF applications processed and paid out. Upon execution of this Agreement, Housing Authority will be granted an advance amount of administrative costs based on the anticipated program distribution in each monthly funding cycle as outlined below in Table 1.0. The advance amount of administrative costs will be counted in aggregate against the total allotted administrative costs as outlined below in Table 1.1. Housing Authority will work with Agency to reconcile and adjust any underpayment or overpayment of administrative costs based on actual program distribution amounts, except

for the Advance Administrative Costs Disbursement (outlined in Table 1.0) which will remain in place regardless of the actual program distribution amount.

**Table 1.0 – Advance Administrative Costs Disbursement:**

Anticipated Program Distribution	Administrative Cost Advance Amount
Up to \$10 million	\$75,000.00
\$10 million up to \$30 million	\$90,000.00
\$30 million and over	\$120,000.00

**Table 1.1 – Administrative Cost Limitations:**

Anticipated Program Distribution	Administrative Cost Limitation Amount
Up to \$6 million	6% of program distribution
\$6 million to \$10 million	4% of program distribution
\$10 million to \$30 million	3% of program distribution
\$30 million and over	2% of program distribution

Housing Authority shall submit monthly requests for program distribution payments by assigned Housing Authority jurisdiction as generated through the LCF Application System. Requested payments amounts that are in excess of actual program costs will be reported to Agency and carried over into the next application round and reconciled by subtracting the excess from new funding round payment requests. Excess program distributions will be reimbursed to OHCS within 30 days of final round reconciliation or by July 31, 2021.

## **SECTION 6: REPRESENTATIONS AND WARRANTIES**

Housing Authority represents and warrants to Agency that:

- 6.1** Housing Authority is a public body duly organized and validly existing in the State of Oregon. Housing Authority has the power and authority to enter into and perform the Housing Authority obligations outlined in this Agreement;
- 6.2** 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;

- 6.3 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;
- 6.4 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
- 6.5 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 7: 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 8: OWNERSHIP OF WORK PRODUCT**

- 8.1 As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - 8.1.1 "**Housing Authority Intellectual Property**" means any intellectual property owned by Housing Authority and developed independently from the work under this Agreement.
  - 8.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Housing Authority or Agency.
  - 8.1.3 "**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.
- 8.2 All Work Product created by Housing Authority under this Agreement, including derivative works and compilations, and whether 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 agrees to work with the Agency and make commercially reasonable efforts to 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.

- 8.3** 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.
- 8.4** If Work Product is Third Party Intellectual Property, Housing Authority agrees to work with the Agency and make commercially reasonable efforts to 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.
- 8.5** 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 9: CONTRIBUTION**

- 9.1** 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 9 with respect to the Third Party Claim.
- 9.2** 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.
- 9.3** 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 10: HOUSING AUTHORITY DEFAULT**

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

- 10.1** Housing Authority fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** 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;
- 10.3** 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 a 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
- 10.4** 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 11: 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 12: REMEDIES**

- 12.1** In the event Housing Authority is in Default under Section 10, 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 15; (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 13 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.
- 12.2** In the event Agency is in default under Section 11 and whether or not Housing Authority elects to exercise its right to terminate this Agreement under Section 15.3.3, or in the event Agency terminates this Agreement under Sections 15.2.1, 15.2.2, 15.2.3, or 15.2.5, 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 12.2, Housing Authority shall promptly pay any excess to Agency.

## **SECTION 13: RECOVERY OF OVERPAYMENTS**

If payments to Housing Authority under this Agreement, or any other agreement between Agency and Housing Authority, exceed the amount to which Housing Authority is entitled, Agency may, after notifying Housing Authority in writing, withhold from payments due Housing Authority under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 14: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, 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 15: TERMINATION**

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

**15.2** Agency may terminate this Agreement as follows:

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

**15.2.2** 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;

**15.2.3** 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;

**15.2.4** 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

**15.2.5** As otherwise expressly provided in this Agreement.

**15.3** Housing Authority may terminate this Agreement as follows:

**15.3.1** 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;

**15.3.2** 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;

**15.3.3** 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

**15.3.4** As otherwise expressly provided in this Agreement.

**15.4** 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 16: 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 17: 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 18: 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 19: 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 Single Point of Contact 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 19. 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 20: 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, 13, 14 and 21 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 21: 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 22: 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 23: COMPLIANCE WITH LAW**

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

## **SECTION 24: 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 25: 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 26: 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, or war, which is beyond that Party's reasonable control and unknown to the Parties at the time of execution of this Agreement. 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 27: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Housing Authority may not assign or transfer its interest in this Agreement without the prior written consent of Agency. Any attempt by Housing Authority to assign or transfer its interest in this Agreement without such prior written consent by Agency will be void and of no force or effect. Agency's consent to Housing Authority's 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 28: 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.

## **SECTION 29: TIME IS OF THE ESSENCE**

Time is of the essence in the Parties' performance of their obligations under this Agreement.

## **SECTION 30: 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 31: 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 the State of Oregon, including but not limited to its Secretary of State, Agency, the federal government (if applicable), 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 32: 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 33: CONFIDENTIALITY**

Housing Authority shall protect, and shall require and cause its subrecipients 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 subrecipients or vendors shall release or disclose any such information except as necessary for the administration 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 subrecipients and vendors to ensure, that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

## **SECTION 34: 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 35: 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

\_\_\_\_\_  
Agreement/Contract Administrator Date

\_\_\_\_\_  
Procurement Specialist Date

**Housing Authority**

\_\_\_\_\_  
Housing Authority of Clackamas County Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approved by Maria Di Miceli under OAR 137-045-0015(3) via email February 26, 2021  
AAG Maria DiMiceli, Department of Justice Date

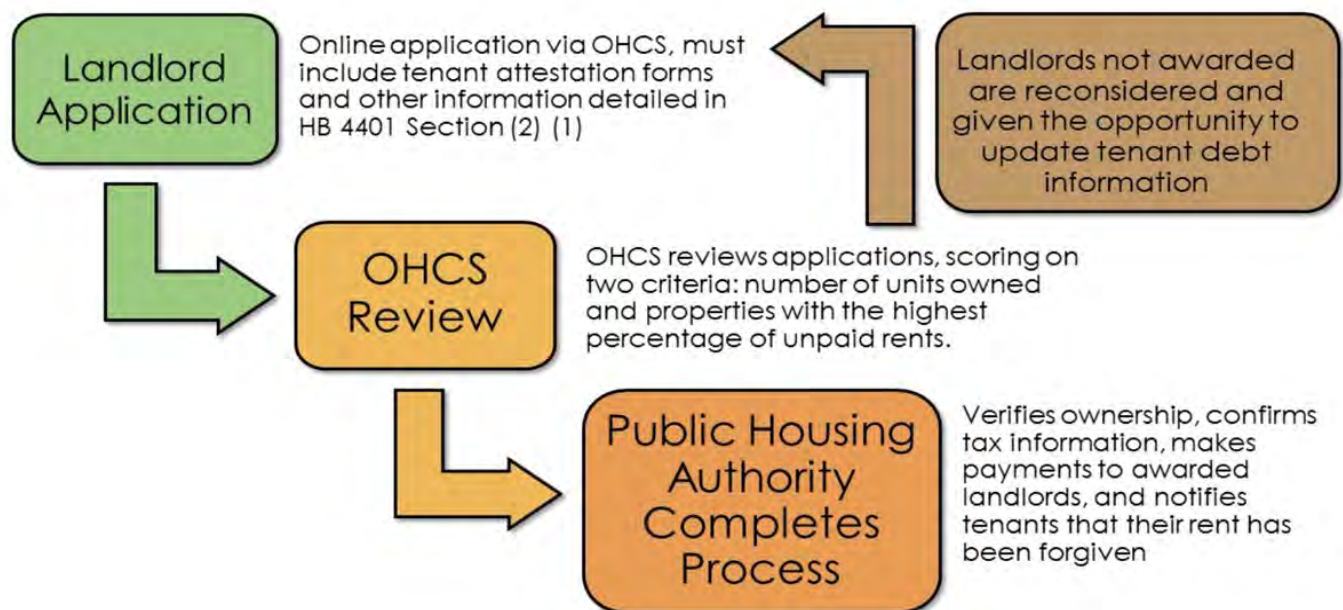
## Landlord Rent Assistance Program

During a Special Session on December 21st, the Oregon Legislature enacted an eviction moratorium (until June 30, 2021) and established the **Landlord Compensation Fund (HB 4401)**. The Legislature allocated \$200 million in rent assistance to support tenants and landlords, which includes \$150 million for the Landlord Compensation Fund. HB 4401 provides distributions to residential landlords for 80 percent of unpaid rent not collected from qualified tenants after April 1, 2020.

The intention is for Housing Authorities across the state to work in partnership with OHCS to distribute funding to their local landlords, many of which Housing Authorities already have strong relationships with. The Housing Authority of Clackamas County intends to participate in this work and I'm seeking your guidance regarding informing the Housing Authority Board of this effort.

OHCS will be developing program materials in the coming weeks to **launch the Landlord Compensation Fund in late-January**. Attached is an image of what the program will look like for landlords interested in receiving compensation for unpaid rent during Covid.

**I am a landlord interested in applying. What will the process look like?**



## **DRAFT funding distribution formula (12/8/20)**

At our request, OHCS worked with their research division to mock up an allocation formula to PHA areas as a starting point. It's based on a combination of factors emphasizing renters, housing burdened renters, loss of jobs to COVID. In their mock-up Salem and Marion HA are combined. Tribal Housing Authorities are not included in this version.

Agency	LLCF
Home Forward	23.70%
Housing Works	5.09%

Jackson	5.27%	
Josephine	1.86%	
Klamath	1.74%	
Lincoln	1.31%	
Linn Benton	4.88%	
Malheur	0.87%	
Marion	8.35%	
Mid Columbia	1.32%	
Northeast OR	1.05%	
Northwest OR	2.60%	
Umatilla	2.08%	
Washington	14.78%	
West Valley	1.78%	
Yamhill	2.12%	
HCS	9.62%	
Douglas	2.04%	
Coos, Curry, North Bend	1.77%	
Clackamas	7.75%	