

June 16, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute contracts between Housing Authority of Clackamas County (HACC) and Yardi/RentGrow to purchase a new fully integrated housing authority specific software service system

<b>Purpose/Outcomes</b>	Approval to execute the contracts between Housing Authority of Clackamas County and Yardi/RentGrow to purchase a new fully integrated housing authority SaaS system.
<b>Dollar Amount and Fiscal Impact</b>	Total value for both contracts over the contract terms is \$890,000.00.
<b>Funding Source</b>	Housing Authority and HUD CARES Act funds.
<b>Duration</b>	Yardi contract is five years; RentGrow is three years
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Build public trust through good government</li> </ol>
<b>Counsel Review</b>	Andrew Naylor 5/3/21
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 502-9278
<b>Contract No.</b>	Yardi Contract No. 10181 and RentGrow Contract No. 10179

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department is requesting approval to execute contracts to purchase one new fully integrated housing authority specific Software as a Service (SaaS) system, Yardi with RentGrow. Due to legal requirements, two contracts are required for the full system needed to meet the specific needs of HACC. One for Yardi, the main platform, and one for the RentGrow (a wholly-owned subsidiary of Yardi) add-on, which allows HACC to do tenant screening seamlessly integrated within the Yardi system.

Housing Authorities have very specific requirements when it comes to software systems. These systems have to be able to report to HUD under required formats and provide all the necessary functionality to track various types of HUD vouchers, manage locally established programs, and manage properties including HUD Public Housing as well as affordable HACC owned housing units. HACC is currently operating on HAB, a system that was implemented for Y2K back in 1999. HAB was purchased by MRI and is now being phased out by MRI.

With the business disruption of COVID-19 it became very clear that our existing system is no longer meeting HACCs business needs. While the Housing Authority was able to continue to serve clients and manage properties it was made more difficult due to the limitations of HAB. HAB has very limited abilities for clients and landlords to interact remotely via web portals or to exchange information.

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On August 5, 2020 the Housing Authority issued an RFP for Housing Management Software which closed on September 16, 2020. The Housing Authority received three responses to the RFP (MRI, Yardi, and WSD). In December, after scoring based on the criteria set forth in the RFP, Yardi Voyager PHA was determined to be the winner and a Notice of Intent to Award was issued. Once the waiting period had expired, the Housing Authority began negotiating the contract with Yardi.

Yardi with RentGrow will allow HACC to have one fully integrated system specialized for Housing Authorities and adapted to their unique needs. This system will manage accounting, compliance management, HUD requirements & reporting, voucher programs, property management, marketing and leasing, resident screening, construction management and more. This software package was made to meet the needs of public housing authorities like HACC.

Key features of Yardi Voyager PHA:

- Single software platform for all PHA functions
- Streamlined workflows in each PHA area
- Cloud-based access
- 24/7 security and software maintenance via Cloud Services Team

Yardi Voyager PHA Suite of products:

- RENTCafe PHA (portal for waitlist, applicants, residents and landlords)
- ScreeningWorks Pro
- RentGrow
- Payment Processing
- Procure to Pay
- Document Management for SharePoint
- Maintenance (with mobile work orders)
- Inspections (with mobile function)
- Fixed Asset tracking

Investing in Yardi with RentGrow will allow HACC to streamline many processes and will replace the outdated HAB system. Being fully integrated also means better work flow, reporting, and oversight which will go a long way in continuing to increase efficiency as the work of HACC and the various programs grow.

HACC worked with Wayne Montee and Chris Fricke from Technology Services (TS) during review of the Yardi/RentGrow contracts to ensure TS was aware of the direction that HACC was proposing with the new system and for input throughout the process. Also, Andrew Naylor with County Counsel represented the Housing Authority during negotiations of the contract and reviewed all of the contract documents to ensure that the Housing Authority's interest was protected and that the contract adheres to the legal requirements in Oregon.

**RECOMMENDATION:**

Staff recommends that the Board approve the contracts between Yardi/RentGrow and HACC and authorize Commissioner Tootie Smith, Chair to sign the contracts for the Housing Authority Board.

Respectfully submitted,

Rodney Cook, Interim Director  
Health, Housing and Human Services

## SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 (“Yardi”), and

**Housing Authority of Clackamas County (“Client”)**  
13930 Gain St  
Oregon City, OR 97045

enter into this agreement including any schedules, exhibits or other attachments (this “Agreement”) effective as of the Effective Date [defined in section 1 (Definitions), below].

### RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement’s terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

### AGREEMENT

#### 1. Definitions.

a. “**Anniversary Date**” means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement’s Term.

b. “**Business Purposes**” means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client’s property management and accounting, and related business purposes.

c. “**Client Data**” means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. “**Contractor**” means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi’s Independent Consultant Network.

e. “**Deliverable**” means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. “**Designated User**” or “**DU**” means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. “**Effective Date**” means the date of the last party signature on this Agreement.

h. “**Fees**” means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. “**Force Majeure Event**” means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. “**Initiation Date**” means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. “**Licensed Programs**” means the software program(s)

identified in Schedule A (Fee Schedule).

l. “**Licensed Programs Documentation**” means the user manuals and documentation for the Licensed Programs.

m. “**Password**” means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. “**POC(s)**” means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. “**Undisputed Fees**” means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. “**Use**” means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. “**Yardi Cloud**” means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. “**Yardi Cloud Services**” means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

#### 2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi’s Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the

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Confidential

Preparation Date: May 2, 2021 4:30 PM

Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

### 3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "**Renewal Term**") if: (i) Client tenders payment of Client's then-current Total Annual Fee; and (ii) neither party provides written notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination for Convenience.** Following the Initial Term, Client may terminate this Agreement without cause and for its convenience upon 30 calendar days prior written notice. Upon a termination for convenience, Client shall promptly pay any Undisputed Fees owed to Yardi as of the effective date of Client's termination. If Client terminates this Agreement pursuant to this section 3(b) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 30 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 30 days, the breaching party fails to initiate cure within 30 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Termination for Non-Appropriation of Funds.** Client may terminate this Agreement without cause and for its convenience, in whole or in part, upon 30 calendar days' prior written notice in the event that Client is unable to appropriate sufficient funds for this Agreement.

e. **Effect of Termination.** Upon the effective date of this

Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

f. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

### 4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties, or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

### 5. **Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

## 6. **Users and Passwords.**

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

## 7. **Application Support & Upgrades.**

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify

Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Yardi SaaS Subscription Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

### g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi

agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

## **8. Client Data.**

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

## **9. Confidentiality.**

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; and (x) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and

Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Notwithstanding anything to the contrary in this Agreement, both parties expressly acknowledge and agree that Client's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. While Client will make good faith efforts to perform under this Agreement, Client's disclosure of Confidential Information, in whole or in part, will not be a breach of this Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Client is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Client shall notify Yardi within a reasonable period of time of the request. Yardi is exclusively responsible for defending Yardi's position concerning the confidentiality of the requested information. Client is not required to assist Yardi in opposing disclosure of Confidential Information.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

## **10. Warranties.**

a. **Limited Software Warranty.** Yardi warrants that the Li-

censed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

#### 11. Damage Limitations.

a. **Damage Waiver.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c)(i) (DAMAGE WAIVER EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Liability Limit.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c)(ii) (LIABILITY LIMIT EXCEPTIONS) AND 11(d) (ALTERNATE LIMIT), IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

#### c. **Exceptions.**

(i) Damage Waiver Exceptions. THE DAMAGE WAIVER SET FORTH IN SECTION 11(a) (DAMAGE WAIVER) SHALL NOT APPLY TO: (A) CLIENT'S BREACH OF SECTIONS 2(a) (LICENSES), 2(b) (RESTRICTIONS), OR 6(c) (CLIENT OBLIGATIONS WITH RESPECT TO DESIGNATED USERS); (B) A PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY); OR

#### (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) Liability Limit Exceptions. THE LIABILITY LIMIT SET FORTH IN SECTION 11(b) (LIABILITY LIMIT) SHALL NOT APPLY TO DAMAGES RESULTING FROM YARDI'S: (A) BREACH OF SECTION 9 (CONFIDENTIALITY); OR (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

d. **Alternate Limit.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT FOR BREACH OF YARDI'S OBLIGATIONS AS EXPRESSLY SET FORTH IN SECTION 8 (CLIENT DATA), YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE AMOUNT THAT IS TWICE THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

#### 12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data.

#### 13. Indemnification.

a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

#### 14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and

other programming services (collectively, “**Programming Services**”).

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi’s availability and schedule for performing the Programming Services. Programming Services are subject to Client’s written acceptance of: (i) Yardi’s schedule for meeting Client’s Programming Service request; and (ii) Yardi’s Fees for such Programming Services.

c. **Deliverables License.** Subject to Client’s full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

#### **15. Assignment.**

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the “**Permitted Exceptions**”), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi’s express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi’s prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi’s prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client’s successor, continuing in the same type of business that Client was conducting at the time of this Agreement’s execution; and (B) Client or Client’s successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

#### **16. Outsourcing.**

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement’s Term; provided that any such change of location shall not affect Yardi’s obligations under this Agreement and shall not interrupt Client’s access to the Yardi Cloud, Client Data, and Licensed Programs.

#### **17. Dispute Resolution.**

a. **Informal Dispute Resolution; Condition Precedent.** If any dispute between the parties arises at any time in connection with this Agreement, the parties shall, acting reasonably and in good faith, first attempt to promptly resolve the dispute amicably by engaging in direct negotiations. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then Yardi shall submit such dispute to its appropriate VP and Client shall submit such dispute to its Finance Director. If the dispute is not resolved by Yardi’s appropriate VP and Client’s Finance Director within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its General Counsel and Client shall submit the dispute to its Executive Director. If the dispute is not resolved by Yardi’s General Counsel and Client’s Executive Director within 30 days immediately following the

commencement of their discussions, then, before either party may seek relief from a court, either party may serve upon the other at its principal place of business a request for mediation which both parties agree is a mandatory condition before either party may seek relief from a court. For the avoidance of any doubt, neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement. Notwithstanding the foregoing, nothing in this section 17(a) (Informal Dispute Resolution; Condition Precedent) prevents a party from seeking urgent injunctive or equitable relief.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Clackamas County, Oregon. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made therein by the other parties or the mediator. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential. Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

#### **18. General Provisions.**

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Oregon as such laws are applied to agreements made and performed



entirely within the State of Oregon.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in Clackamas County, State of Oregon, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.**

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices.**

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:  
Attn: Jason Kirkpatrick  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
13930 Gain St  
Oregon City, OR 97045

(iii) If to Yardi:  
Attn: Legal Department  
YARDI SYSTEMS, INC.  
430 S. Fairview Ave.  
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client

Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity.** Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Compliance with Laws.** Each party agrees to comply with the provisions of all federal, state, county, and local laws, ordinances, regulations and codes directly applicable to such party.

r. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

**19. Insurance.**

a. **Coverage.** Yardi shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products – completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; AND

(v) professional liability coverage on a claims made basis (including cyber liability) in an amount not less than \$5,000,000 each claim, \$5,000,000 aggregate.

b. **Additional Insured Endorsement.** Upon Client's request, Yardi agrees to have Client named as an additional insured on Yardi's commercial general liability and automobile liability insurance policies.

c. **Certificates.** Upon Client's request after the Effective Date, Yardi agrees to provide Certificates of Insurance evidencing the coverage specified in subsections (a)(i)-(v).

**20. Additional Terms and Conditions.**

a. **Not-to-Exceed Contract Value.** Client represents that the total amount Client is authorized to pay for the first 5 years' Fees under this Agreement is \$800,000.00 (the "**Not-to-Exceed Contract Value**"), and Yardi acknowledges that representation. Client agrees not to: (i) renew this Agreement; (ii) request additional licenses or services under this Agreement; and/or (iii) otherwise request or accept licenses or services under this Agreement; whereby Client will exceed the Not-to-Exceed Contract Value without first securing the availability, and obtaining authorization, for such Fees.

b. **Debt Limitation.** Client represents, and Yardi acknowledges, that Client's expenditures under this Agreement are subject to the debt limitations expressly set forth in Article XI, Section 10, of the Oregon Constitution and contingent upon funds being appropriated for those expenditures.

c. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in ORS Chapter 279B.220 through 279B.235, Yardi shall:

(i) make payments promptly, as due, to all persons supplying to Yardi labor or materials for the prosecution of the work provided for in the Agreement;

(ii) pay, or cause the payment of, all contributions or amounts due the Industrial Accident Fund, if any, from: (A) Yardi; or (B) a Yardi subcontractor; as a result of Yardi's performance of this Agreement;

(iii) not permit any lien or claim to be filed or prosecuted against Client on account of any labor or material furnished;

(iv) pay the Oregon Department of Revenue all sums withheld from Yardi's Oregon employees utilized to perform services pursuant to this Agreement and pursuant to ORS 316.167;

(v) if directly applicable, pay Yardi's Oregon employees utilized to perform services under this Agreement for work in accordance with ORS 279B.235 which, to the extent directly applicable to Yardi, is incorporated into this Agreement by this reference; and

(vi) if directly applicable, comply with the prohibitions set forth in ORS 652.220, compliance of which, if directly applicable, is

a material element of this Agreement and, if directly applicable, failure to comply is a material breach subject to section 3(c) (Termination for Cause).

d. **Tax Compliance.** Yardi represents and warrants that, to the best of Yardi's knowledge, Yardi has complied, and will use commercially reasonable efforts to continue to comply throughout the Term, with all applicable Oregon (or any Oregon political subdivision) tax laws including, but not limited to and to the extent directly applicable to Yardi, ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement subject to section 3(c) (Termination for Cause).

e. **Records.** Yardi shall maintain all accounting records relating to this Agreement, and any other records Yardi retains relating to Yardi's performance of this Agreement ("**Records**") during the Term and for 6 years from this Agreement's termination or expiration. Upon request, Yardi shall provide Client, the federal government, or their duly authorized representatives with copies of Yardi's Records for review, audit, copying, and transcript preparation purposes. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

**f. Attorney Fees; Jury Trial/Arbitration.**

(i) Attorney Fees. No attorney fees shall be paid for, or awarded to, either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

(ii) Jury Trial/Arbitration. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.

**HOUSING AUTHORITY OF CLACKAMAS COUNTY ("Client")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**YARDI SYSTEMS, INC. ("Yardi")**

By: Michael Remorenko

Date: May 6, 2021

Print Name: Michael Remorenko

Title: Authorized Representative

Rev. 092520

**SCHEDULE A**

**Fee Schedule**

**Yardi Pin #: 100098717**

**Yardi Order #: 181161**

<b>SaaS Select Annual Fees</b>						
<b>License</b>	<b>Unit of Measure (UOM)</b>	<b>Count</b>	<b>\$/UOM</b>	<b>\$/UOM Concession</b>	<b>Net \$/UOM</b>	<b>Annual Fee</b>
Voyager PHA Property Management	Unit	2,100	\$25.00	(\$3.00)	\$22.00	\$46,200.00
Voyager PHA Property Management	Unit	602	\$25.00	(\$25.00)	\$0.00	\$0.00
Budgeting & Forecasting	Unit	2,702	\$5.00	(\$5.00)	\$0.00	\$0.00
Inspector General	Unit	2,702	\$2.00	(\$2.00)	\$0.00	\$0.00
Legal	Unit	2,702	\$5.00	(\$5.00)	\$0.00	\$0.00
Procure to Pay	Unit	902	\$10.00	(\$2.00)	\$8.00	\$7,216.00
RENTCafé PHA Portal Package	Unit	2,100	\$24.00	(\$4.00)	\$20.00	\$42,000.00
RENTCafé PHA Portal Package	Unit	602	\$24.00	(\$24.00)	\$0.00	\$0.00
Yardi Document Management for SharePoint	Unit	2,702	\$5.00	(\$0.50)	\$4.50	\$12,159.00
<b>Total</b>						<b>\$107,575.00</b>

<b>Monthly Fees</b>				
<b>License</b>	<b>UOM</b>	<b>Count</b>	<b>\$/UOM</b>	<b>Monthly Fee</b>
Payment Processing v2	transaction	TBD	per PPv2 Fees	TBD
<b>Total</b>				<b>TBD</b>

<b>One-Time Fees</b>						
<b>Service</b>	<b>UOM</b>	<b>Count</b>	<b>\$/UOM</b>	<b>\$/UOM Concession</b>	<b>Net \$/UOM</b>	<b>One-Time Fee</b>
Application Support Hours	hour	150	\$120.00	\$0.00	\$120.00	\$18,000.00
Application Support Hours	hour	200	\$120.00	(\$120.00)	\$0.00	\$0.00
Implementation/Training	hour	480	\$200.00	\$0.00	\$200.00	\$96,000.00
Remote Implementation/Training	hour	50	\$200.00	\$0.00	\$200.00	\$10,000.00
Conversion Services: PHA Conversion	each	1	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
Procure to Pay Remote/On-Site Implementation	each	1	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
<b>Total</b>						<b>\$137,200.00</b>

<b>Total Fees Due</b>		
Annual Fee		\$107,575.00
Monthly Fee	TBD	billed monthly
One-Time Fee		\$137,200.00
Sub-Total		\$244,775.00
Sales Tax		as applicable
<b>Total Due</b>		<b>\$244,775.00</b>

**Additional Terms**

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Property Worksheet to be provided at a later date.
- Additional terms are set forth in the following schedules to this Agreement:  
B – Yardi SaaS Subscription Services and Governance Schedule  
C – Additional Terms
- Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average table) for the preceding year.

## SCHEDULE B

### Yardi SaaS Subscription Services and Governance Schedule

#### Server Management

Yardi will provide server management for Yardi Cloud servers running the Voyager Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Voyager Licensed Program in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All Voyager Licensed Programs production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
  - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
  - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
  - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
  - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
  - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

#### Data and File Management

Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Voyager Licensed Program.
2. Yardi will provide up to 1TB of Voyager Licensed Program Combined Storage (defined below) at no additional charge. Client may purchase additional Voyager Licensed Program Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "**Combined Storage**" means:
  - a. Voyager Licensed Program Client Data file storage on Voyager Licensed Program file servers; and
  - b. Voyager Licensed Program Client Data storage held within database servers and utilized by the Voyager Licensed Program.
3. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
4. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

#### Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Voyager Licensed Program Licensed Programs.
2. Via remote access the following, depending on operating requirements:
  - a. The Voyager Licensed Program's ' reports path for management of the Voyager Licensed Program support files;
  - b. A Voyager Licensed Program database-level query tool;
  - c. Voyager Licensed Program Client-server-based system administration tools provided by Yardi.

#### Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Voyager Licensed Program which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Voyager Licensed Program; provided, however, that Yardi reserves the right to cease application support services for versions of the Voyager Licensed Program more than 2 years older than the latest version of the Voyager Licensed Program generally released to Yardi's clients.

#### Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

## SCHEDULE C

### Additional Terms

#### Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at [https://clientcentral.yardi.com/core\\_custompage/Payment-Processing-PP2-PayFac](https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac) and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"); provided, however, that in the event of a conflict between the Payment Processing Terms and the Agreement, the terms of the Agreement shall control. Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect. Client shall implement Payment Processing v2 for **2,702** Units.
  - a. **Definitions.**
    - (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
    - (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
    - (3) "**Check 21**" means the Check for the 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
    - (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
    - (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
    - (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
    - (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
    - (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User changes made using Payment Network branded payment methods and ACH methods.
    - (9) "**Transaction**" means a debit or a credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
    - (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
    - (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.
  - b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.
    - (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):
      - Payment Processing (for accounts receivable):**
        - a) **CHECKscan: \$0.42**
        - b) **ACH: \$0.95**
        - c) **Signature Debit Cards:** see online terms provided in the hyperlink above
        - d) **Credit Cards:** see online terms provided in the hyperlink above
        - e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for nine months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
      - Yardi Bill-Pay (for accounts payable):**
        - a) **ACH and Check Writing via Check Bill-Pay Payments: \$1.00**
      - TPPS (for accounts receivable):**
        - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
        - b) **TPPS CHECKscan:** see Payment Processing (for accounts receivables) above
        - c) **TPPS ACH:** see Payment Processing (for accounts receivables) above
      - TPPS (for accounts payable):**
        - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
        - b) **TPPS ACH and Check Writing via Check Bill-Pay Payments:** see Yardi Bill-Pay (for accounts payable) above

Confidential

Preparation Date: May 2, 2021 4:30 PM

- (2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Chargebacks and Retrieval Fees) shall at all times be the sole responsibility of Client and not User, which Client acknowledges and agrees to pay.
  - (3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.
2. **RENTCafé PHA Portal Package** includes RENTCafé PHA Online Applications, RENTCafé PHA Applicant and Resident Portals, RENTCafé PHA Online Certifications, RENTCafé PHA Landlord Portal, RENTCafé Marketing, RENTCafé Prospect Portal, and RENTCafé Resident Portal.
  3. **Yardi Document Management for SharePoint:** In using Yardi Document Management for SharePoint, Client acknowledges and agrees that all Client materials uploaded to SharePoint are stored in the Microsoft cloud (pursuant to Microsoft's license agreement with Client) and not the Yardi Cloud.

**Allotted DUs included:**

1. Agreement includes unlimited residential DUs

**Implementation/Training Details:**

1. Remote Implementation/Training hours are included for the following:
  - a. Yardi Document Management for SharePoint: 50 hours (subject to change upon further scoping of necessary hours to implement)

**Conversion Details:**

1. PHA Conversion: HAB database(s) for MTCS data file, tenant, vendor, owner, and waitlist information

**Concession Details:**

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining the initial licensing and associated Fee indicated for the corresponding product. If Client reduces licensing which decreases a product's Fee by more than 10%, the product's concession shall be reduced in correlation to the Fee reduction. For example, if Client reduces a product's Fee by 50%, the annual concession for that product shall be reduced by 50%.
2. For products licensed at multiple rates: In the event Client's portfolio is expanded, additional licenses shall be added to invoicing at the highest rate being charged for the applicable product. In the event Client's portfolio is reduced, the lowest rates being charged for the applicable product shall be the first rates removed from invoicing.

**Other Terms:**

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e. reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

## SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 (“RentGrow”), and

**Housing Authority of Clackamas County (“Client”)**  
13930 Gain Street  
Oregon City, OR 97045

enter into this agreement including any schedules, exhibits or other attachments (this “Agreement”) effective as of the date of the last party signature on this Agreement (“Effective Date”).

### RECITAL

RentGrow provides certain Services [defined in section 1 (Definitions), below] to Client in connection with its use of the Services [defined in section 1 (Definitions), below] for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

### AGREEMENT

#### 1. Definitions.

a. “**Applicant**” means a current or prospective tenant of a Property who has consented in writing to End-User’s use of the Services in connection with the Permissible Purpose.

b. “**Confidential Information**” is defined in section 6 (Confidentiality).

c. “**Credit Bureau**” and “**CRA**” mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency (including but not limited to LexisNexis®), individually or collectively (in whole or in part) as understood by the context wherever referenced, that furnish the credit, civil, criminal, and any other information contained in the Services for the Permissible Purpose.

d. “**Eligibility Criteria**” means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. “**End-Users**” means Client and Client’s employees (collectively, “Client”) who access and use Services.

f. “**Fair Credit Reporting Act**” or “**FCRA**” means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. “**Fees**” means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement

h. “**Permissible Purpose**” means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable local, state, and federal laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

i. “**Property**” or “**Properties**” means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

j. “**Services**” means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other applicable local, state, and federal laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

k. “**Tenant Screening Report**” means the information from any Credit Bureau or CRA assembled, merged, and provided by RentGrow: (i) to Applicants, as required; and (ii) to

End-Users, as required.

l. “**Undisputed Fees**” means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 11(e) (Notices) - within 30 days of invoice.

#### 2. Term and Termination; Exclusivity.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force for 3 years (the “**Initial Term**”) unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a “**Renewal Term**”) if: (i) neither party provides written notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term; and (ii) Client tenders payment for Fees applicable to the successive Renewal Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the “**Term.**”

b. **Termination.** Either party may terminate this Agreement upon written notice to the other party where: (i) there has been a material breach that is not or cannot be cured within 30 days of written notice of the material breach; or (ii) there has been a material breach and the breaching party fails to acknowledge the breach and work diligently to cure the breach within a time period that is satisfactory to the non-breaching party. Termination pursuant to this section 2(b) (Termination) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus or any essential CRA stops providing data to RentGrow for any reason, RentGrow may modify the Services or terminate this Agreement, in whole or in part, upon written notice.

c. **Termination for Convenience.** Following the Initial Term, Client may terminate this Agreement without cause and for its convenience upon 30 calendar days prior written notice. Upon a termination for convenience, Client shall promptly pay any Undisputed Fees owed to RentGrow as of the effective date of Client’s termination. If Client terminates this Agreement pursuant to this section 2(c) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

d. **Termination for Non-Appropriation of Funds.** Client may terminate this Agreement without cause and for its

convenience, in whole or in part, upon 30 calendar days' prior written notice in the event that Client is unable to appropriate sufficient funds for this Agreement.

**e. Effect of Termination.**

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable.

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

f. **Survival.** The parties' obligations under, and the provisions of, sections 2(e) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation) and 11 (General Provisions) shall survive this Agreement's termination or expiration.

g. **Exclusivity.** During the term of this Agreement, Client shall use RentGrow as the exclusive provider of tenant screening with respect to the Properties identified in Schedule B (Property Worksheet).

**3. Fees.**

a. **Fees.** Client expressly acknowledges and agrees to pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule D (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns, and is solely responsible for the consequences of any delays caused by incorrect, outdated or incomplete information provided in Schedule D (Required Billing and Invoicing Information).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fees when due is a material breach subject to the terms of section 2(b) (Termination). Additionally, Client expressly acknowledges and agrees that: (i) Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is greater; and (ii) if Client fails to timely cure a material breach for non-payment of Undisputed Fees, RentGrow may suspend the Services in whole or in part.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

**4. Acknowledgements, Certifications, Criteria, Access, and Location.**

a. **Acknowledgements, Certifications and Required Supplemental Terms and Conditions.** As an express con-

dition of accessing and using the Services, Client acknowledges, certifies and agrees that: (i) all End-Users shall do so only for the Permissible Purpose; (ii) all End-Users are bound by and solely responsible for compliance with all terms and conditions in this Agreement (including Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: <https://www.rentgrow.com/us-screening-schedule-c> or as RentGrow may otherwise make available to Client), the FCRA, and all other local, state and federal laws and regulations (including all statutory penalties asserted or imposed) that apply to End-Users; and that (iii) any aspect of the Services that fulfil End-User obligations under any local, state or federal law are offered as a courtesy but are not intended to, and shall not, shift any statutory or any other legal obligations from End-User to RentGrow.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than 1 individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, **any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services.**

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or improper activity, Client acknowledges and agrees to comply with applicable RentGrow 'know-your-client' (KYC) compliance and verification requirements, processes, and procedures. Additionally, as necessary for RentGrow to meet its obligations to any Credit Bureau, CRA, or under any applicable local, state, or federal law or regulation, Client further acknowledges and agrees that RentGrow may monitor access to and use of the Services to ensure compliance with the terms of this Agreement, including but not limited to section 4(a) (Acknowledgements, Certifications and Required Supplemental Terms and Conditions).

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "Location") that is shared with a third party business (a "Company"), Client acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.



## 5. Software Title.

**Non-Transfer.** All right, title, and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**RentGrow Software**") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

## 6. Confidentiality

a. **Confidential Information Definition.** "**Confidential Information**" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the prices offered or paid per this Agreement; (vii) the content and data comprising the Services; and (viii) any information disclosed by a party (a "**Disclosing Party**") to the other party (a "**Receiving Party**"), or to which a Receiving Party is exposed because of this Agreement; (ix) any information that the Disclosing Party identifies as confidential at the time of disclosure; or (x) any information which, by its nature, reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each Receiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A Receiving Party's employees and contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each Receiving Party certifies that such employees and contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** Each Receiving Party's obligations under section 6(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the information was received from the Disclosing Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by a Disclosing Party. A Confidential In-

formation disclosure by a Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of a party under this Agreement, shall not be a breach of this Agreement by a Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Notwithstanding anything to the contrary in this Agreement, both parties expressly acknowledge and agree that Client's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("**ORS**") Chapter 192 *et. seq.*, and any other applicable state or federal law. While Client will make good faith efforts to perform under this Agreement, Client's disclosure of Confidential Information, in whole or in part, will not be a breach of this Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Client is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Client shall notify RentGrow within a reasonable period of time of the request. RentGrow is exclusively responsible for defending RentGrow's position concerning the confidentiality of the requested information. Client is not required to assist RentGrow in opposing disclosure of Confidential Information.

d. **Ownership and Return of Confidential Information and Other Materials.** Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and provide a company officer's written certification of compliance with said destruction or delivery.

e. **Third Party Information Disclosure.** A Disclosing Party shall not communicate any information to a Receiving Party in violation of the confidentiality, privacy, or proprietary rights of any third party.

## 7. Warranties.

a. **Warranty Disclaimer (as between RentGrow and Client only).** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. **Warranty Disclaimer (as between Client and each Credit Bureau only).** SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

## 8. Damage Limitations.

a. **Damage Waiver (as between RentGrow and Client only).** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(g)(i) [EXCEPTIONS (as between RentGrow and Client only)], REGARDLESS OF ANY OTHER PROVISION IN

THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Damage Waiver** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

c. **Liability Limit** (as between RentGrow and Client only). EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(g)(ii) [LIABILITY LIMIT (as between RentGrow and Client only) EXCEPTIONS] AND 8(h) [ALTERNATE LIMIT (as between RentGrow and Client only)], IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT [BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)], AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT(S) GIVING RISE TO THE LIABILITY.

d. **Liability Limit** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

e. **Non-Reliance Release** (as between RentGrow and Client only). CLIENT RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES (BUT EXCEPTING, FOR THE AVOIDANCE OF DOUBT, YARDI'S GROSS NEGLIGENCE OF WILLFUL MISCONDUCT); AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.

f. **Non-Reliance Release** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

g. **Exceptions** (as between RentGrow and Client only).

(i) **Damage Waiver** (as between RentGrow and Client only) Exceptions. THE DAMAGE WAIVER SET FORTH IN SECTION 8(a) [DAMAGE WAIVER (as between RentGrow and Client only)] SHALL NOT APPLY TO: (A) CLIENT'S BREACH OF SECTIONS 4(c) (ACCESS TO AND USE OF THE SERVICES) OR 5 (SOFTWARE TITLE); (B) A PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) **Liability Limit** (as between RentGrow and Client only) Exceptions. THE LIABILITY LIMIT SET FORTH IN SECTION 8(c) [LIABILITY LIMIT (as between RentGrow and Client only)] SHALL NOT APPLY TO DAMAGES RE-

SULTING FROM RENTGROW'S: (A) BREACH OF SECTION 6 (CONFIDENTIALITY); OR (B) GROSS NEGLIGENCE OF WILLFUL MISCONDUCT.

h. **Alternate Limit** (as between RentGrow and Client only). TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT FOR BREACH OF RENTGROW'S OBLIGATIONS AS EXPRESSLY SET FORTH IN SECTION 12 (APPLICANT DATA SECURITY), RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE AMOUNT THAT IS TWICE THE FEES PAID BY CLIENT TO RENTGROW PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT(S) GIVING RISE TO THE LIABILITY.

#### 9. **Assignment.**

RentGrow may assign, sell, convey, pledge, or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; and Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow may withhold for any reason. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material breach of this Agreement.

#### 10. **Mediation.**

a. **Informal Dispute Resolution; Condition Precedent.** If any dispute between the parties arises at any time in connection with this Agreement, the parties shall, acting reasonably and in good faith, first attempt to promptly resolve the dispute amicably by engaging in direct negotiations. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then RentGrow shall submit such dispute to its appropriate VP and Client shall submit such dispute to its Finance Director. If the dispute is not resolved by RentGrow's appropriate VP and Client's Finance Director within 30 days immediately following the commencement of their discussions, then RentGrow shall submit the dispute to its General Counsel and Client shall submit the dispute to its Executive Director. If the dispute is not resolved by RentGrow's General Counsel and Client's Executive Director within 30 days immediately following the commencement of their discussions, then, before either party may seek relief from a court, either party may serve upon the other at its principal place of business a request for mediation which both parties agree is a mandatory condition before either party may seek relief from a court. For the avoidance of any doubt, neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement. Notwithstanding the foregoing, nothing in this section 10(a) (Informal Dispute Resolution; Condition Precedent) prevents a party from seeking urgent injunctive or equitable relief.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Clackamas

County, Oregon. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made therein by the other parties or the mediator. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential. Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity .

#### 11. **General Provisions.**

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of 1 of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Oregon as such laws are applied to agreements made and performed entirely within the State of Oregon.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in Clackamas County, State of Oregon, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

#### e. **Notices.**

The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, or by an established, reputable overnight delivery carrier that provides traceable proof of delivery (such as FedEx®), and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

##### If to Client:

Attn: Jason Kirkpatrick  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
13930 Gain Street  
Oregon City, OR 97045

##### If to RentGrow:

RENTGROW, INC.  
C/O: YARDI SYSTEMS, INC. LEGAL DEPARTMENT  
430 S. Fairview Ave.  
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. **Data Use.** Subject to RentGrow's obligations pursuant to section 11(n) (Compliance with Laws), RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of any other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

l. **Modification.** Except as expressly set forth elsewhere in this Agreement, the parties may only modify or

amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure.** Neither party to this Agreement shall be liable to the other party for a failure of or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event. As used in this Agreement, "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation, fire, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order.

n. **Compliance with Laws.** Each party agrees to comply with the provisions of all federal, state, county, and local laws, ordinances, regulations, and codes directly applicable to such party.

o. **Signature; Counterparts.** This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission or as soon thereafter as is reasonably practicable; however, the failure to provide original counterparts shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

**12. Applicant Data Security.** To the extent Applicant Data is or becomes 'Client Data' under the separate SaaS Subscription Agreement between Client and Yardi Systems, Inc. (the "**SaaS Agreement**"), the SaaS Agreement shall govern with respect to the security thereof. To the extent Applicant Data is not 'Client Data' under the SaaS Agreement, RentGrow shall implement and enforce physical, technical, and administrative safeguards reasonably designed to prevent unauthorized third-party access to Applicant Data. Except for RentGrow's gross negligence or willful misconduct, RentGrow shall not be liable to Client in the event that RentGrow's adherence to the foregoing safeguards fails to prevent unauthorized third party access to Applicant Data. Nothing in this section shall constitute a representation or warranty by RentGrow that Applicant Data will be inaccessible to unauthorized third parties.

### **13. Insurance.**

a. **Coverage.** RentGrow shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products – completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less

than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; AND

(v) professional liability coverage on a claims made basis (including cyber liability) in an amount not less than \$5,000,000 each claim, \$5,000,000 aggregate.

b. **Additional Insured Endorsement.** Upon Client's request, RentGrow agrees to have Client named as an additional insured on RentGrow's commercial general liability and automobile liability insurance policies.

c. **Certificates.** Upon Client's request after the Effective Date, RentGrow agrees to provide Certificates of Insurance evidencing the coverage specified in subsections (a)(i)-(v).

### **14. Additional Terms and Conditions.**

a. **Not-to-Exceed Contract Value.** Client represents that the total amount Client is authorized to pay for the first 3 years' Fees under this Agreement is \$90,000.00 (the "**Not-to-Exceed Contract Value**"), and RentGrow acknowledges that representation. Client agrees not to: (i) renew this Agreement; (ii) request additional Services under this Agreement; and/or (iii) otherwise request or accept Services under this Agreement; whereby Client will exceed the Not-to-Exceed Contract Value without first securing the availability, and obtaining authorization, for such Fees.

b. **Debt Limitation.** Client represents, and RentGrow acknowledges, that Client's expenditures under this Agreement are subject to the debt limitations expressly set forth in Article XI, Section 10, of the Oregon Constitution and contingent upon funds being appropriated for those expenditures.

c. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in ORS Chapter 279B.220 through 279B.235, RentGrow shall:

(i) make payments promptly, as due, to all persons supplying to RentGrow labor or materials for the prosecution of the work provided for in the Agreement;

(ii) pay, or cause the payment of, all contributions or amounts due the Industrial Accident Fund, if any, from: (A) RentGrow; or (B) a RentGrow subcontractor; as a result of RentGrow's performance of this Agreement;

(iii) not permit any lien or claim to be filed or prosecuted against Client on account of any labor or material furnished;

(iv) pay the Oregon Department of Revenue all sums withheld from RentGrow's Oregon employees utilized to perform services pursuant to this Agreement and pursuant to ORS 316.167;

(v) if directly applicable, pay RentGrow's Oregon employees utilized to perform services under this Agreement for work in accordance with ORS 279B.235 which, to the extent directly applicable to RentGrow, is incorporated into this Agreement by this reference; and

(vi) if directly applicable, comply with the prohibitions set forth in ORS 652.220, compliance of which, if directly applicable, is a material element of this Agreement and, if directly applicable, failure to comply is a material breach subject to section 2(b) (Termination).

d. **Tax Compliance.** RentGrow represents and warrants that, to the best of RentGrow's knowledge, RentGrow has complied, and will use commercially reasonable efforts to continue to comply throughout the Term, with all applicable Oregon (or any Oregon political subdivision) tax laws including, but not limited to and to the extent directly applicable to RentGrow, ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material

breach of this Agreement subject to section 2(b) (Termination).

in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.

e. **Records.** RentGrow shall maintain all accounting records relating to this Agreement, and any other records RentGrow retains relating to RentGrow's performance of this Agreement ("**Records**") during the Term and for 6 years from this Agreement's termination or expiration. Upon request, RentGrow shall provide Client, the federal government, or their duly authorized representatives with copies of RentGrow's Records for review, audit, copying, and transcript preparation purposes. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

f. **Attorney Fees; Jury Trial/Arbitration.**

(i) Attorney Fees. No attorney fees shall be paid for, or awarded to, either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

(ii) Jury Trial/Arbitration. Any requirements contained

**RENTGROW, INC. ("RentGrow")**

**HOUSING AUTHORITY OF CLACKAMAS COUNTY ("Client")**

By: Michael Remorenko \_\_\_\_\_  
Date: May 6, 2021 \_\_\_\_\_  
Print Name: Michael Remorenko \_\_\_\_\_  
Title: Authorized Representative \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Rev. 02022020

**SCHEDULE A**

**Fee Schedule**

**RentGrow/Screening PIN #: 100052653**  
**RentGrow/Screening Order #: 183500**

**ScreeningWorks Services Monthly Fees**

<b>License</b>	<b>Unit of Measure (UOM)</b>	<b>\$/UOM</b>	<b>\$/UOM Concession</b>	<b>Net \$/UOM</b>	<b>Total Fee/Screen</b>
Premium Credit Screening and Social Security Fraud Check	transaction	\$7.00	(\$2.00)	\$5.00	\$5.00
Premium National Criminal Screening	transaction	\$12.00	(\$4.00)	\$8.00	\$8.00
Supplemental Criminal Search	transaction	\$9.00	(\$1.00)	\$8.00	\$8.00
Civil Court Records	transaction	\$4.00	(\$1.00)	\$3.00	\$3.00
Rental Payment History Screening	transaction	\$1.00	\$0.00	\$1.00	\$1.00
The Work Number	transaction	\$10.00	\$0.00	\$10.00	\$10.00
The Work Number Social Services Verification (SSV)	transaction	\$25.00	\$0.00	\$25.00	\$25.00
Business Credit Reports	transaction	\$50.00	\$0.00	\$50.00	\$50.00
International Credit Search	transaction				billed to applicant

**Additional Terms**

- 1) **PAYMENT TERMS FOR MONTHLY FEES:** In accordance with the terms in section 3 (Fees), Client agrees to pay charges shown on this Schedule A (Fee Schedule) within 30 days of invoice. All prices, Fees and payment terms shall be subject to change by RentGrow upon 30 days prior written notice.
- 2) **TAXES:** Client agrees to pay, as applicable, any state or local excise, sales, use or other tax (except income taxes or corporate excise taxes) imposed on RentGrow resulting from this Agreement. Any such taxes paid for by RentGrow shall be reimbursed by Client.
- 3) Additional terms are set forth in the following schedules to this Agreement:
  - B – Property Worksheet
  - C – Required Supplemental Terms and Conditions
  - D – Required Billing and Invoicing Information
  - E – International Credit Services Additional Terms
  - F – The Work Number Services Additional Terms
- 4) **SERVICES TERMS:**
  - a. **Premium National Criminal Screening** includes national criminal search, national sex offender search, and OFAC/SDN Terrorist search
  - b. **Supplemental Criminal Search** are included for the following states because they provide limited criminal data to national repositories: AL, CA, CO, DC, DE, ID, LA, MA, NV, SD, VA, WY.
  - c. **Civil Court Records** pertain to landlord and tenant disputes
  - d. **Rental Payment History Screening** includes records from the Experian RentBureau National Rental Data Exchange and collections data from multi-family collection agencies
  - e. **The Work Number** is real-time verification of current income and employment. A charge only applies when a record is found.

**SCHEDULE B**

**Property Worksheet**

**RentGrow/Screening PIN #: 100052653**  
**RentGrow/Screening Order #: 183500**

**Property Worksheet Terms**

a. **Property Information.** In order to access and use the Services, and to remain compliant with the FCRA and applicable law, Client or its designated POC (defined below, which may be or include Property Manager) must provide certain information, including but not limited to, information about the Properties for which the Services will be utilized (the “**Property Information**”). Client or its POC shall be responsible for: (a) providing true, accurate, current, and complete information in the RentGrow and/or Yardi Systems, Inc. (your property management software provider) Service application forms and as otherwise reasonably requested by RentGrow; and (b) maintaining and promptly updating Property Information so that it remains true, accurate, current, and complete during the term of this Agreement.

Client understands and acknowledges that if Client or its POC provides any Property Information that is untrue, inaccurate, not current, or incomplete, regardless of where the information originated, or if RentGrow has reasonable grounds to suspect such information is untrue, inaccurate, not current, or incomplete, RentGrow may suspend or terminate all or part of the Services.

b. **Designated Client Point(s) of Contact (POC).** Client shall appoint POCs, below, for the Property(ies) indicated. RentGrow shall have no obligation to contact or communicate with any other persons regarding this Schedule B (Property Worksheet) except as indicated in section 11(e) (Notices). Each POC shall be an authorized End-User physically located at the Property for which he or she has been designated. Only the designated POC is authorized to add new End-Users, except that if the Services are accessed through Client’s Voyager software, Client shall ensure that any Designated User of said Voyager software that also has access to the Services shall also be an End-User.

Property Name	Property Type	Units	Street Address	City	State	Zip	Property Phone	Property Manager	Property Manager Email
Oregon City View Manor	Public Housing	100	200 S. Longview Way #1-100, Oregon City, OR 97045	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Housing Choice Voucher	TPB/PBV/RAD	1,669	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	<a href="mailto:debbieg@clackamas.us">debbieg@clackamas.us</a>
Shelter Plus Care	CoC Rent Assistance	34	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	<a href="mailto:debbieg@clackamas.us">debbieg@clackamas.us</a>
VASH	Vouchers	146	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	<a href="mailto:debbieg@clackamas.us">debbieg@clackamas.us</a>
FYI	Vouchers	25	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	<a href="mailto:debbieg@clackamas.us">debbieg@clackamas.us</a>
Mainstream	Vouchers	214	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	<a href="mailto:debbieg@clackamas.us">debbieg@clackamas.us</a>
Regional Long Term Rent Assistance	State Rent Assistance	250	13930 Gain St	Oregon City	OR	97045	503-351-2496	Toni Karter	<a href="mailto:tonikar@clackamas.us">tonikar@clackamas.us</a>
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr, C, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, B, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, D, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	Birchwood Apartments, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	VARIOUS, , VARIOUS, OR	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, C, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr, D, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr., A, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1054 Birchwood Common Area, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1060 Birchwood Common Area, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1060 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1058 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1052 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1054 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 007	Public Housing	1	5581 SE Jennings Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6536 SE Hemlock St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9650 SE 75th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10160 SE Helena St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	11635 SE 31st Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12205 SE 67th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	960 Donna Lynn Wy, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	22010 S Leslie Av, , Beavercreek, OR 97004	Beavercreek	OR	97004	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	15141 S Redland Rd, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	1770 SE River Glen Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	5125 SE Rainbow Ln, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9801 SE Bell Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6606 SE Hemlock, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10095 SE Brandeis St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	15665 SE 102nd Av, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	13316 Clairmont Wy, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9475 SE 40th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	39800 Wolf Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12923 SE 26th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12315 SE 65th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	18895 S Lafayette Av, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	18960 Lafayette Av, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	40120 McCormick Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6708 SE Hazel St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10145 SE Brandeis St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	186 NW Zobrist St, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	7271 SE Drew St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	40130 McCormick Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9811 SE Bell Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	39850 Wolf Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	7281 SE Drew St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10672 SE 77th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	3896 SE Spaulding Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, B, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, C, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd #D, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	39130 Clayton Ct, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4320 Kelly St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4343 Grant St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	River Road Complex, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18375 Dahlager St, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2160 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2150 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us



Scattered Sites Proj 008	Public Housing	1	18726 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18718 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2190 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18720 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	39125 Clayton Ct, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18724 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18425 Meinig Av, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18714 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4333 Grant St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18728 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9644 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18716 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9666 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9622 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8862 SE Fuller Rd, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11059 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18325 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Court #B, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct, C, Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18345 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct Common Area, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8920 SE Fuller Rd, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17118 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	2200 SW 16th St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8737 SE 28th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17116 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18365 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	507 NE Carole St, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	377 NE Oakview Dr, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17120 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11406 S Forest Ridge Rd, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	12851 SE 20th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11039 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11022 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11042 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	401 NE Oakview Dr, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct, , Gladstone, OR 97027	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	2520 Pine Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16747 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16777 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16799 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16739 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 012	Public Housing	1	454 SW Hawthorne Rd, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	1149 Meadowview Ct, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	10508 SE 47th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	13642 SE 116th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	5200 SE King George Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	37390 Sandy Heights St, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	12775 SE 22nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11620 SE Mather Rd, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2095 SE Pinelane St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	809 Buchanan St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	811 Buchanan St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	423 Latourette St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2780 Oxford St, , West Linn, OR 97068	West Linn	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	13443 SE 119th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8455 SE Roots Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	4040 SE Harrison St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	954 Prospect St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	12890 SE 24th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	6449 SE Fern St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	459 Hilda St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	1121 Hughes St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	5913 SE Willow St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11677 S Salmonberry Dr, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	29885 SW Montebello Dr, , Wilsonville, OR 97070	Wilsonville	OR	97070	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	4957 SE Harrison St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	3060 SE Park Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11403 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2859 SE Malcolm St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	29875 SW Montebello Dr, , Wilsonville, OR 97070	Wilsonville	OR	97070	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8775 SE Spencer Dr, , HAPPY VALLEY, OR 97086	Happy Valley	OR	97086	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	14435 SE Lee Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8520 SE Gray St, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	15021 SE Linden Ln, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	462 SW Hawthorne Rd, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	19354 Whitney Ln, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	260 E Jersey St, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	250 E Jersey St, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	9680 SE 74th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	17610 SE Rose St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	8535 SE Jennings Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	9815 SE Amherst St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	17700 SE Cook St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	1388 SE Teddy Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 019	Public Housing	1	1135 SE Dohn Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13444 SE 119th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	9509 SE 74th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	17651 SE Rose St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6705 SE Hazel St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13673 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	1701 SE Windy Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13693 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13654 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6337 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6492 SE Fern St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13674 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	4777 SE Whipple Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	4227 SE Paradise Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	14540 SE Bunnell St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	7716 SE Laphier, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	17503 SE 82nd Dr, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	2620 SE Poplar, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6110 SE Thiessen Rd, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7495 SE Thiessen Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	9825 SE Amherst St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	9818 SE Clackamas Rd, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	12755 SE 21st Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	4968 SW Oakridge Rd, , Lake Oswego, OR 97035	Lake Oswego	OR	97035	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6367 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6309 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7265 SE Webster Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	5005 SE Britton Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	2570 SE Creighton Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7529 SE Laphier St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	14095 SE Arista Dr, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, B, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4431 SE Roethe Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	Addie Complex, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	1853 SE Oak Grove Blvd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, C, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd Common Area, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18255 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18253 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	1851 SE Oak Grove Blvd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18257 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18251 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us



LPF - 303	Local Project - HACC Owned	1	141 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	137 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	139 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	265 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	135 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1316 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	267 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1318 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8944 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1320 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8948 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1314 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8932 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	269 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8930 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8936 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8940 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8938 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8942 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8946 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	2286 SE Lindenbrook Dr., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	2885 SE Maple., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	3050 Lazy River Dr., West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	4808 SE View Acres., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	6662 Furnberg St., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	9054 SE 42nd Av., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	13538 S Gaffney Ln., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	13581 Jason Lee Dr., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15323 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15325 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15327 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	265 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	267 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	269 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	4808 SE Hull St., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	376 Warner Parrott Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	18980 A S Leland Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	15125 SE 90th Av., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	11458 SE McEachron Av., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	18980 S Leland Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	304 Pearl St., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	5230 SE Roethe Rd., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	280 Longview Way., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us













Hillside Park	Public Housing	1	10166 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10234 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10346 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10222 SE D St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10368 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10016 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	2887 SE Hillside Ct, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10296 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10045 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10274 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10046 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	2982 SE D Pl, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10083 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10244 SE D St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10168 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10231 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10015 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10277 SE 32nd Av, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
		2,945							

## SCHEDULE C

### Required Supplemental Terms and Conditions

The full text of the current version of this Required Supplemental Terms and Conditions schedule is located and available on-line at <https://www.yardi.com/documents/us-screening-schedule-c> and, by this reference, is fully incorporated into this Agreement in its current form, and as may be updated from time to time with or without notice, by this reference.

In the event any material update to or modification of this Required Supplemental Terms and Conditions schedule that Client does not accept, Client must immediately stop using the Services and notify RentGrow in writing within 7 days of this schedule's revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the Services and terminate this Agreement for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of this Required Supplemental Terms and Conditions schedule in effect at the time of such access or use.

**Under no circumstances shall RentGrow include in this Required Supplemental Terms and Conditions schedule any term, condition, notice or otherwise that is not required by a Credit Bureau, CRA, or applicable local, state, and federal law or regulation in order for RentGrow to be able to provide, and for Client and End-Users to be able to access and use, the Services.**

As indicated in this Required Supplemental Terms and Conditions schedule, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this Agreement shall fulfill such requirement on a continuing basis, including as to any updates to this Required Supplemental Terms and Conditions schedule to the extent Client and End-Users access and use the Services.

**SCHEDULE D**

**Required Billing and Invoicing Information**

For all RentGrow billing or invoicing questions, please contact the RentGrow Accounting Department by phone at **(800) 736-8476** or by email at [RS\\_Billing@rentgrow.com](mailto:RS_Billing@rentgrow.com)

**Primary Corporate Billing Contact** – to be used by the RentGrow Accounting Department for addressing billing issues, questions about Schedule A (Fee Schedule) or questions about this Schedule D (Required Billing and Invoicing Information).

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**General Billing Email** (if applicable): \_\_\_\_\_

**Invoice Delivery Options** (choose Option 1 or 2):

**Option 1 – PAYscan:** Please send an invitation to [RS\\_Billing@rentgrow.com](mailto:RS_Billing@rentgrow.com) through the PAYscan portal, or simply send an email to [RS\\_Billing@rentgrow.com](mailto:RS_Billing@rentgrow.com) and someone will contact you.

**Option 2 – Email Delivery** (select 1 of the following):

Email invoices to each property at the property email addresses provided in Schedule B (Property Worksheet)

or

Email a single file containing all invoices for the properties in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

or

Email a single invoice file for each property listed in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

Client acknowledges and agrees that it is responsible for keeping the above information current and complete and that **Client is solely responsible for all misrouted or returned invoices**. RentGrow and Client further acknowledge and agree that changes to this Schedule D (Required Billing and Invoicing Information) may be made in writing (including by email) by and between the RentGrow Accounting Department and the Primary Corporate Billing Contact.

## SCHEDULE E

### International Credit Services Additional Terms

1. Client agrees to use RentGrow's International Credit Services. Client acknowledges that through the International Credit Services, Client may invite applicants whose applications were declined or conditionally accepted solely due to insufficient credit history to obtain their international credit score through Nova Credit, Inc. ("**Nova**").
2. Client acknowledges that through the International Credit Services, Client may invite an applicant to request a credit report from participating countries from Nova, subject to Nova's ability to obtain the applicant's credit data. Client acknowledges that when the applicant's credit data is available, Nova will provide the applicant's credit score and credit report to RentGrow, which will determine whether to update the applicant's initial tenant screening result based on Client's credit scoring criteria. RentGrow does not guarantee or warrant the accuracy of the data received from Nova.
3. Client acknowledges and agrees that it will not use applicant data obtained through the International Credit Services to take adverse action, as defined in the FCRA (15 U.S.C. § 1681a), against an applicant. Client agrees further that each International Credit result provided by RentGrow shall only be used during 1 tenant screening session.
4. During the term of this Agreement, Client shall use RentGrow as the exclusive provider of its international credit screening needs with respect to all properties subject to this Agreement.
5. As an express condition of accessing and using the International Credit Services as permitted under this Agreement, Client acknowledges and agrees that it and all End-Users shall do so only for Permissible Purposes.
6. Client acknowledges that all terms and conditions of this Agreement apply to Client and its End-Users' use of the International Credit Services, including but not limited to all use, confidentiality, and security obligations, and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of the International Credit Services for the purpose of validating that End-Users are accessing and using the International Credit Services only for Permissible Purposes.
7. Client acknowledges that RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use any information derived from the provision of the International Credit Services in order to improve, develop, or enhance the International Credit Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

## SCHEDULE F

### The Work Number Services Additional Terms

1. Client desires to use Tenant Screening Income/Employment Verification services offered through The Work Number®, which is operated by TALX Corporation [a provider of Equifax Verification Services (“EVS”)] (the “TWN Services”). TWN Services provide tenant screening data that Client may use to verify an Applicant’s employment information in connection with an application for rental housing.
2. Client’s use of TWN Services will commence upon this Agreement’s Effective Date and continue for 1 year unless this Agreement is earlier terminated. Upon expiration of such 1-year period, this Schedule F (The Work Number Services Additional Terms) shall automatically renew for successive 1-year terms (subject to an earlier termination of this Agreement), unless a party provides written notice of non-renewal of Schedule F (The Work Number Services Additional Terms) at least 30 days prior to expiration of the then-current term. During the term of this Schedule F (The Work Number Services Additional Terms), Client shall use RentGrow as the exclusive provider of TWN Services with respect to all properties subject to this Agreement.
3. As an express condition of accessing and using TWN Services as permitted under Schedule F (The Work Number Services Additional Terms), Client acknowledges and agrees that it and all End-Users shall do so only for the Permissible Purposes of either:
  - a. Verifying, where available, the Applicant’s Social Security number, employment, and income information for Applicants to its Properties in connection with an application for market-rate rental housing; or
  - b. Determining, where available, the Applicant’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an Applicant’s financial responsibility or status in connection with an application for affordable housing.
4. Client acknowledges that all terms and conditions of this Agreement apply to Client and its End-Users’ use of TWN Services, including but not limited to all confidentiality obligations and RentGrow’s right to conduct random as well as regular monitoring of End-Users’ access to and use of TWN Services for the purpose of validating that End-Users are accessing and using TWN Services only for the applicable Permissible Purpose and in accordance with this Agreement and Schedule F (The Work Number Services Additional Terms).
5. Client acknowledges and agrees that Client and all End-Users are bound by: (i) the terms and conditions of this Agreement and Schedule F (The Work Number Services Additional Terms); (ii) the FCRA; (iii) all other applicable laws and regulations; (iv) the then-current version of Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available online at: <https://www.rentgrow.com/us-screening-schedule-c> or as RentGrow may otherwise provide to Client; and (v) the then-current version of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), the full text of which is located and available online at: <https://www.rentgrow.com/us-screening-schedule-e-1> or as RentGrow may otherwise provide to Client, and which is fully incorporated into this Agreement by this reference.
6. The full text of the then-current version of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) is located and available online at <https://www.rentgrow.com/us-screening-schedule-e-1> and is fully incorporated into this Agreement in its current form, and as may be updated from time to time with or without notice, by this reference. Under no circumstances shall RentGrow include in Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) any term, condition, notice, or otherwise that is not required by EVS, a Credit Bureau, CRA, or applicable law or regulation in order for RentGrow to be able to provide, or for Client and End-Users to be able to access and use, the TWN Services.
7. In the event of any material update to or modification of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) that Client does not accept, Client must immediately stop using the TWN Services and notify RentGrow in writing within 7 days of the Schedule E-1 revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the TWN Services and terminate Schedule F (The Work Number Services Additional Terms) for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) in effect at the time of such access or use.
8. As indicated in Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), Client is required to initial certain terms. Client acknowledges and agrees that the execution of Schedule F (The Work Number Services Additional Terms) shall fulfill such requirement on a continuing basis, including as to any updates to Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), to the extent Client and End-Users access and use the Services.
9. Client acknowledges that RentGrow or its affiliates may aggregate, compile, and use any information or data it receives or performs in connection with TWN Services for any purpose, including without limitation, for the purpose of providing that information to EVS or for the purpose of improving or enhancing other services offered, or to be offered, by RentGrow or its affiliates.
10. Client acknowledges and agrees that all terms and conditions of Schedule A (Fee Schedule) of this Agreement relating to payment terms, taxes, and additional terms apply to Client and its End-Users’ use of TWN Services.

June 16, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2021.
<b>Dollar Amount and Fiscal Impact</b>	\$17,731.17 in total collection losses.
<b>Funding Source</b>	N/A
<b>Duration</b>	April 1, 2021 – June 30, 2021
<b>Previous Board Action/Review</b>	First, second and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
<b>Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Efficient &amp; effective services</li> <li>2. Build Public Trust through good government</li> </ol>
<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 fourth quarter of fiscal year 2021 (April 1, 2021 – June 30, 2021). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2021 will be \$17,731.17 for Low Rent Public Housing. Of the total fourth quarter write offs, \$6,731.82 was for uncollected rents and \$10,999.35 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 fourth quarter of fiscal year 2021 will be \$17,731.17.



**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

4/1/2021

to

6/30/2021

Fourth Quarter of Fiscal Year 2021

Unit #	SS #	Name	Rent	Sundry	Total
			3,163.04	532.39	\$ 3,695.43
			-	5,789.75	\$ 5,789.75
			3,342.74	817.07	\$ 4,159.81
			-	213.65	\$ 213.65
			-	71.74	\$ 71.74
			-	735.95	\$ 735.95
			226.04	(127.00)	\$ 99.04
			-	2,965.80	\$ 2,965.80
					\$ -
					\$ -
<b>Total Write-off</b>			<b>6,731.82</b>	<b>10,999.35</b>	<b>17,731.17</b>

Betty McKee  
Accounting Specialist 1 - Betty McKee

J. Kirkpatrick  
Deputy Director of Finance - Jason Kirkpatrick

J. Smith for J. Smith  
Executive Director - Jill Smith