

**Exhibit B  
Required Reports**

REPORT	DUE
Request For Reimbursement of Funds	At least Monthly and preferred not more often than Weekly.
Project Completion	Within 45 days of Project Completion
Closeout Agreement	Within 45 days of the Final Draw
Final Audit	Within the earlier of: (1) thirty days after receipt of the auditor's report, or (2) nine months after the end of the audit period, unless a longer period is agreed to, in writing, by OHCS.

**All Reports must be in the form and format as requested by OHCS including authorized signatures if requested.**

**These Reports are Deliverables under this Grant Agreement and as such have applicable remedies for incomplete, inaccurate, or untimely submissions.**

**Please See Exhibit A, Scope of Work Required Reports Section.**

**EXHIBIT C**  
**SPECIAL CONDITIONS OF AWARD**  
**HOUSING REHABILITATION GRANT**

Special conditions pertinent to this grant are set forth below.

1. All funds designated as rehabilitation funds in the Project budget must be contractually committed in loan contracts by GRANTEE to eligible property owners by ninety (90) days prior to the Project Completion Date. Any rehabilitation funds not so committed shall be recaptured by OHCS.
2. All matching funds must be secured in writing before grant funds can be obligated, or the Grant Contract may be terminated. No CDBG funds may be drawn down unless all Project matching funds are secured.
3. All Project-related contracts must be received by OHCS ten (10) days before they are signed. This includes all Project-related contracts between GRANTEE and any person or entity who will be administering the grant or performing services under a personal services contract. This condition does not apply to contracts between GRANTEE and individual homeowners or owners of rental property.
4. Prior to the approval of the first drawdown of grant funds for this Project, GRANTEE shall provide the following to OHCS:
  - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
  - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
  - c. GRANTEE must inform OHCS of a specific local certifying official who will be responsible for monitoring the housing rehabilitation program to ensure that necessary permits are obtained for construction work done with program funds and that required inspections take place before grant funds are requested from OHCS for the completed work. GRANTEE is responsible for notifying OHCS when a new individual is assigned the task of the certifying official.
5. No costs will be charged to this grant which were incurred prior to execution. OHCS will review all cash requests prior to payment authorization from HUD. GRANTEE will factor payment processing timelines into disbursement schedules with subgrantees and contractors. OHCS will require that draws be a minimum of \$5,000 unless specific processing arrangements are made in advance of cash request submission.
6. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the rehabilitation activity line item.
7. If GRANTEE displays a sign in front of houses being repaired with CDBG funds, the sign shall contain a reference to the CDBG program.

**EXHIBIT C**  
**SPECIAL CONDITIONS OF AWARD**  
**HOUSING REHABILITATION GRANT**

8. Any grant GRANTEE which has had prior CDBG grants or which is the recipient of more than one CDBG award must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.
9. If GRANTEE intends to retain program income to continue the housing rehabilitation program, OHCS will require GRANTEE to sign a grant Closeout Agreement at the time it submits the Project Completion Report. In the Closeout Agreement, the GRANTEE will agree to manage the program income in compliance with requirements of the Act.

If GRANTEE does not intend to retain program income to continue the housing rehabilitation program, GRANTEE will make arrangements to return all program income to OHCS.

10. GRANTEE must complete the following Environmental Review steps for Housing Rehabilitation projects:
  - a) Submission of a Finding of Exemption from Part 58 for grant administration and program management;
  - b) Completion of a Categorical Checklist showing a Consultation Action Taken to Achieve Compliance for Historic Properties; and any other applicable regulation;
  - c) File a Notice of Intent to Request a Release of Funds along with an affidavit of publication from a newspaper of general circulation in the project area, and a Request for Release of Funds. No rehabilitation funds will be approved prior to a Release of Funds being issued by OHCS.

The Community Development in Oregon, Grant Management Handbook will be the source for these steps.

11. Each housing rehabilitation project home will have at least one photo taken prior to construction activities and at least one photo taken after final inspection. Photos will be kept in client CDBG files and released to the OHCS or HUD upon request.

**Exhibit D**  
**Grant Program Compliance Requirements**  
**CDBG**

- A. The GRANTEE agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Grant Contract, including but not limited to the following:
- (1) the Act and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
  - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304 (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
  - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). The GRANTEE shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Grant Contract.
  - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (1997), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (1997);
  - (5) the Davis-Bacon Act, as amended, 40 U.S.C. §§276a to 276a-5 (1994); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant to thereto and all other applicable federal laws and regulations pertaining to labor standards.
  - (6) the Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).
  - (7) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). The GRANTEE will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance

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**Grant Program Compliance Requirements**  
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extended to the GRANTEE, this assurance shall obligate the GRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- (8) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
- (9) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- (10) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- (11) the Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- (12) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
- (13) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
- (14) the Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
- (15) the Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
- (16) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
- (17) Special program and grant administration requirements imposed by the State related to the acceptance and use of funds provided under this Grant Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook).

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B. When procuring property or services to be paid for in whole or in part with CDBG funds, the GRANTEE shall comply with Chapter 279 of the Oregon Revised Statutes (ORS) and Chapter 137 of the Oregon Administrative Rules, as applicable. The State's performance under this Grant Contract is conditioned upon the GRANTEE's compliance with the provisions of ORS §§279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

All employers, including the GRANTEE, that employs subject workers who under this Grant Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

C. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. The GRANTEE covenants the activities it will undertake with the grant will meet the following national objective (check one):

(1) Activities primarily benefitting low- and moderate-income persons;  
(24 C.F.R. 570.483(b))

(2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))

(3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

D. No employee, agent, consultant, officer, or elected or appointed official of the GRANTEE, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Grant Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his/her tenure or for one year thereafter.

The GRANTEE shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being

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**Grant Program Compliance Requirements**  
**CDBG**

motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- E. The GRANTEE shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

The GRANTEE shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- F. The GRANTEE shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

- G. The GRANTEE shall maintain all fiscal records relating to this Grant Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, the GRANTEE shall maintain any other records pertinent to this Grant Contract in such a manner as to clearly document the GRANTEE's performance. For fair housing and equal opportunity purposes, and as applicable, the GRANTEE's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. The GRANTEE acknowledges and agrees that the State and the Oregon Secretary of State's Office and the federal government (including but not limited to HUD, the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) as amended by Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). The GRANTEE shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from

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**Grant Program Compliance Requirements**  
**CDBG**

closeout of the grant program year for the award hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Contract, whichever date is later.

The GRANTEE shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with State and local requirements concerning the privacy of personal records.

- H. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and the GRANTEE will affirmatively further fair housing.
- I. The GRANTEE will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
  - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the GRANTEE certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- J. The GRANTEE will assume all of the responsibilities for environmental review, decisionmaking and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). The GRANTEE shall provide such certification as required by the Secretary of HUD. GRANTEE will perform reviews in accordance with 24 C.F.R. §58 (1997) and the other federal authorities listed at 24 C.F.R. §§58.5 (1997).
- K. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990,



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42 Fed. Reg. 26961 (1997), *reprinted as amended in 42 U.S.C. §4321 note (1994) (Protection of Wetlands)*.

- L. The GRANTEE has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- M. The GRANTEE shall cause all its first tier contractors or subrecipients receiving subcontracts in excess of \$100,000.00 to execute and file with the GRANTEE the certification set forth in Exhibit C-1 hereof.
- N. All construction projects in excess of \$50,000.00, which are undertaken using funds from this Grant Contract, shall have a Project sign (which sign shall be in the form approved by the State) located prominently at the Project site acknowledging the participation of federal and state CDBG funding. This sign shall be installed prior to construction and shall be maintained for the duration of the construction period.
- O. No lead-based paint will be used in residential units.

**Exhibit E**  
**Assurances and Certifications**  
**With State and Federal Laws and Regulations**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to the State from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

**GRANTEE** hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of GRANTEE in the application and the Grant Agreement is duly authorized to act in connection therewith and to provide such additional information as may be required. GRANTEE's official representative has sufficient authority to make all certifications on its behalf;
5. the Grant Agreement does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to the GRANTEE or any provision of GRANTEE's organic laws or documents; and
6. the Grant Agreement has been duly executed by GRANTEE's highest elected official and delivered by GRANTEE and will constitute the legal, valid and binding obligations of GRANTEE, enforceable in accordance with their terms.

GRANTEE further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;

Exhibit E  
Assurances and Certifications  
With State and Federal Laws and Regulations

2. provides citizens with reasonable and timely access to local meetings, information, and records relating to GRANTEE's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low- and moderate-income, and the proposed activities likely to result in displacement and the plans of GRANTEE for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by GRANTEE;
5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to the State or as to grants already made substantial changes from GRANTEE's application to the State to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

GRANTEE represents, warrants and certifies that:

1. it has and shall comply with its obligations as described in Exhibit C, Grant Program Compliances of this Grant Agreement; and

**Exhibit E**  
**Assurances and Certifications**  
**With State and Federal Laws and Regulations**

2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). GRANTEE also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

**GRANTEE** further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and the GRANTEE will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

**GRANTEE** further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Exhibit C., Grant Program Compliances Section 6.H of the Grant Agreement;
2. the officer executing this certification is its chief executive officer (or other designated officer of the GRANTEE who is qualified under the applicable HUD regulations):
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (1997); and
4. such certifying officer is authorized and consents on behalf of GRANTEE and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants of \$100,000 or more, the undersigned also makes the certification regarding lobbying set forth in below and incorporated herein by this reference.

Exhibit E  
Assurances and Certifications  
With State and Federal Laws and Regulations

**CERTIFICATION REGARDING LOBBYING**  
(CDBG Awards of \$100,000 or more)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signed William A. Underwood 12/07/04  
Name Date

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

APPROVED AS TO FORM:  
Date 12/7/04 Lane County  
Shaidlaw  
OFFICE OF LEGAL COUNSEL

3.  Yes  No Were you asked by any groups representing low and moderate-income persons to give them technical assistance in developing project concepts that might be eligible for Community Development Block Grant assistance?

If yes, describe the request and the kind of assistance you provided.

4.  Yes  No Is there a significant number of non-English-speaking residents in your community?

If yes, describe how they were informed about this grant application.

## SECTION 7: PROJECT INFORMATION

Attach narrative and other information requested under the topics below.

A. **Program Status.** Housing Rehabilitation programs are designed to provide funds to repair the owner-occupied homes of low-income families. Attach a copy of the policies and procedures to be used for the initial rehabilitation activities. Identify your methodology for monitoring construction work and quality during rehabilitation. Include the disbursement schedule for construction contractor payments, program management, and grant administration costs. Construction contractor payments will be made on a reimbursement basis after the work has been performed. Cash requests drawn under any resulting grant agreement may take up to 30 days for reimbursement. Identify your cash flow plan for timely payment to independent construction contractors. The State intends to award points based on readiness to proceed. Responses will be evaluated to assign a point value to program status. (20 points maximum).

- If your Municipality has an existing housing rehabilitation program and you are requesting additional funding please identify the housing needs to support this request.
- Include current grant fund balances for the entire service area of the revolving loan fund in Section 10.
- Identify other funding participation to facilitate your program.
- If you have identified a program manager with successful experience operating rehabilitation construction programs and plan to utilize their services then you should provide information regarding their performance on past programs.

The policies and procedures (attached) for the Regional Housing Rehabilitation Program (RHRP) have matured over the past four years to meet changing requirements at the federal, state and local levels. The policy committee to RHRP made these changes in conjunction with the administering agency, St. Vincent De Paul of Lane County. These policies and processes will continue as the RHRP serves the needs of the unincorporated communities in the region.

### Project monitoring:

The RHRP has designed a process for monitoring construction sites that insures a high quality of work and provides protection to individual households. A Scope of Work is developed, based on issues identified by the homeowner, and issues found on initial inspection. This Scope becomes the bid document and basis for the final homeowner/contractor contract. A fixed price is set for each element, and all items are reviewed by the PJ for required permits. Each project is inspected and work is approved by the homeowner and Rehabilitation Specialist before payment of work can occur. Ten percent of retainage for each element in the Scope of work is withheld, pending satisfactory completion of the entire project. All work must be signed as satisfactory by both the Rehabilitation Specialist and homeowner before final payment is made. Should a change order be required, a formal Change Order is signed by the Rehabilitation Specialist, the Home Owner, the Contractor and the Program Manager. ( see attached inspection schedule notice to contractors)

**Disbursement Schedules:**

The disbursement schedule for construction contractor payments will remain the same as the current program: 1) the administrating agency prepares the draw down form and documentation, 2) Lane County staff then reviews the draw down request and forwards it within two or three work days to OHCS, 3) the invoice for payment to the administrating agency is processed and paid on a two-week schedule, as needed, and 4) upon receipt of the payment, the administering agency pays the contractors. All Program Management and Administrative costs are documented by time sheet, and are described by activity performed. These costs are submitted as a part of each draw request. This process has worked well during the construction period of the current program.

**Need:**

Lane County has successfully completed one Rural Rehabilitation Grant, and has fully obligated funds for the second grant. Over 100 households in unincorporated Lane County are currently on a waiting list for rehabilitation loans. 88 applicants reside in the east and central Lane County area to be targeted with these funds. The revolving loan fund balance from these two grants is \$500,000. One loan has been repaid, and the funds have been re-lent. No additional repayments are available to meet the needs identified on the current waiting list. Additional components in the Lane County Regional Housing Rehabilitation Program Loan Pool include \$200,000 from the closing Oakridge Grant #H010007, \$200,000, Cottage Grove \$482,000 #H010005, and Lowell # H0200023, \$341,000. Funds associated with the small cities will have to be reloaned before they can be utilized to meet rehabilitation needs in unincorporated Lane County.

**Current RHRP Grant Balances:**

Oakridge, H010007, funds fully obligated,	Grant Balance \$36,750
Cottage Grove, H010005	Grant balance \$296,030, Program Income \$85,025
Lane County, funds fully obligated	Grant Balance \$103,390
Lowell, H0200023	Grant Balance \$350,000

**Additional resources:**

The Lane County Regional Housing Rehabilitation Program has successfully utilized weatherization funds through lane County Housing Authority (HACSA) and Lane Rural Electric. (LRE) These weatherization dollars typically add an additional \$1,500 to \$2,000 to each household loan. In addition, over \$62,000 in USDA grants and loans have helped to support the Program. SVDP has also utilized a Veteran's grant/loan program for replacing a home that was beyond rehabilitation. See attached letters

**Funding Partners:**

St Vincent de Paul of Lane County (SVDP) has been very successful in partnering with local utilities and Lane County Housing Authority to extend CDBG grant funds. Weatherization funding has averaged \$3,000 per household for the first Lane County grant, and \$1,500 for LC2. We have also developed an excellent working relationship with Rural Development, obtaining one RD grant and 3 RD loans for the first Lane County grant, and anticipate one grant and one loan for the current Lane County-Marcola rehabilitation project. SVDP is developing a partnership with Washington Mutual to obtain foreclosed mobile homes. SVDP has identified several households where rehabilitation is not possible, and relocation of the householder is equally impossible. With the donation of a used mobile home in good condition, CDBG funds may be used to develop site and foundations, and make all necessary hook-ups. This partnership offers the possibility to create decent, safe and affordable housing by replacing hazardous structures beyond



the possibility of rehabilitation.

**Program Manager:**

St Vincent de Paul Society of Lane County, Inc. (SVDP) has been the non-profit Grant Manager since 2000. SVDP was first selected through a Letter of Interest process and then reselected in 2002 through an open RFP process. As the Grant Administrator, SVDP worked with the RHRP to create a Loan Committee, refine Policies and Procedures, and is currently administering the following grants on behalf of the Lane County and the other members of the RHRP, including: H00023, which is administratively closed; H010004, which is fully obligated; H010005 - Cottage Grove, which is in process; H010007 - Oakridge, which is fully obligated and in final stages of completion, and H020002 - Lowell, which is in process. The SVDP staff has proved to be extremely competent and thorough. All grant activities are carried out with a high degree of professionalism. All responses from homeowners who have obtained rehabilitation services have been very positive.

**Staff:**

Anne M. Williams, Project Coordinator, is responsible for community relations and marketing of the program, Program over site including file reviews, eligibility determinations, environmental review documentation, draw reviews, development of additional Program resources, and community partnerships, and all compliance with CDBG regulations. In addition, Ms. Williams is responsible for organizing and staffing the Regional Consortium meetings. Ms. Williams has had over 20 years experience with federal grant programs.

Andrew Clay, Loan Packager, is responsible for determining eligibility for all CDBG applications, creating applicant files with all required documentation, taking applicants to loan Committee for approval, and maintaining documentation through the construction process until completion of rehabilitation and loan closure. Mr. Clay has four years experience with the CDBG Program and over 10 years experience in the banking industry.

Richard Dannemiller, Rehabilitation Specialist, is responsible for all elements of the rehabilitation process including the initial inspection of each property, development of the Scope of Work, development of an approved list of licensed contractors in good standing, monitoring and approval of work on each approved loan, final approval of each project, approval of all change orders, and approval of all contractor cash draw requests. Mr. Dannemiller is also responsible for insuring that all contractors participating in the Program have had Lead Safe Work Practices training, and maintain current certifications. Mr. Dannemiller will be responsible for all appropriate lead testing, risk assessment and lead Safe Work practice monitoring for future grants. Mr. Dannemiller has been a licensed contractor in good standing for the past 30 years, and has had extensive experience with federal grant programs.

**B. Regional Collaboration:** The intent of this category is to demonstrate program sustainability. Describe your holistic approach to improve the housing stock of low-income families. Include a critical time path leading to timely completion of this grant. (30 points maximum).

The State will evaluate your response to determine if you have established relations within a defined region to collaborate on housing rehabilitation in an area of greater geographic size than the submitted project area. Describe how this grant will contribute to a regional loan fund. Include a list of regional partners and include letters indicating their continuing support and collaboration with your plan. If there are any prior grants pledged to the regional loan fund you should include their status and grant numbers.

- If you are participating in a regional loan fund that will continue utilizing a non-profit to manage the project, then you should

Mail to: Ernie Kirchner  
 Oregon Housing and Community Services  
 PO Box 14508; Salem, OR 97309-0409

**Oregon Community Development Block Grant Program  
 Cash request/progress report.**

Lane County

Lane County Regional Housing  
 Rehabilitation Program

Recipient Name

Project Name

Date of Request

Report Period	Request #	Grant #	CDBG Grant Amount
		HR 410	\$375,000

Project Activities	Total Project Budget	Other Funds committed to Project	Other funds expended	CDBG funds Awarded	Balance of CDBG funds for Project	CDBG funds requested for Project	Balance of CDBG funds
Rehabilitation Activity #	\$300,000	\$	\$	\$300,000	\$	\$	\$300,000
Program Management Activity #	\$65,000	\$	\$	\$65,000	\$	\$	\$65,000
Grant Administration Activity #	\$10,000	\$	\$	\$10,000	\$	\$	\$10,000
Totals	\$375,000	\$	\$	\$375,000	\$	\$	\$375,000

Program Goals	Progress on Program Goals
Rehab 12 homes	

CERTIFICATION: I certify that the data reported above is correct and that the amount of this request is not in excess of current needs.

For State of Oregon Use OHCS

Approvals: \_\_\_\_\_

Amount Approved: \$ \_\_\_\_\_

Authorized Signer \_\_\_\_\_ Date \_\_\_\_\_

Housing Development Representative \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signer \_\_\_\_\_ Date \_\_\_\_\_

Housing Resources Manager \_\_\_\_\_ Date \_\_\_\_\_

Program Manager \_\_\_\_\_ Date \_\_\_\_\_

Exhibit G

Exhibit H - The original  
Grant application is  
incorporated by reference.



# Oregon

Theodore R. Kulongoski, Governor

## Housing and Community Services

Street Address: 725 Summer Street NE, Suite B

Mailing Address: PO Box 14508

Salem, OR 97301-1271

(503) 986-2000

FAX (503) 986-2020

TTY (503) 986-2100

www.hcs.state.or.us



November 9, 2004

William Van Vactor, County Administrator  
County Administration Office  
125 E 8<sup>th</sup> Avenue  
Eugene, OR 97401

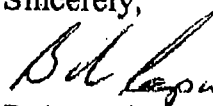
Dear William Van Vactor:

We are pleased to make the official announcement that your jurisdiction has been awarded a grant of \$375,000 from the Oregon Community Development Block Grant Program. This award will assist the Lane County Regional Housing Rehabilitation Program in funding your housing rehabilitation program.

Actual funding is subject to meeting any conditions of award and execution of a contract between your jurisdiction and Oregon Housing and Community Services. A letter outlining process and contract documents will be sent to you for your review and signature. If you have any questions, please contact Ernie Kirchner our CDBG Program Manager at phone number 503-986-2136 or by email at [ernie.kirchner@hcs.state.or.us](mailto:ernie.kirchner@hcs.state.or.us).

The Department appreciates your commitment to work in partnership with us to promote housing rehabilitation to low income homeowners in your regional program.

Sincerely,

  
Bob Repine,  
Director

**COPY**

cc: SVDP  
Jack Duncan, Regional Advisor to the Director

## INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Lane County Regional Housing Rehabilitation Program (RHRP) was established in 2001 by Lane County and the cities of Cottage Grove, Oakridge, and Lowell to provide a regional approach to meet housing rehabilitation needs.; and

WHEREAS, each of the members have contributed all or a portion of their rehabilitation portfolio or receipts from rehabilitation projects to RHRP, in accordance with federal Community Development Block Grant requirements; and

WHEREAS, the City of Florence has requested to become a member of the RHRP and will contribute a portion of the city's housing rehabilitation portfolio to the RHRP; and

WHEREAS, under ORS Chapter 190.010, cities and counties may agree to carry out activities which they are individually or jointly authorized to conduct, specifically, the initial Members of the RHRP are Lane County and the cities that are signatories to this agreement, and may be amended to add other cities; and

WHEREAS, Lane County and the cities listed above have determined that it is in their mutual interests and the public interest to establish an on-going program for guiding the use of the assets jointly contributed by the member agencies of the Regional Housing Rehabilitation Program.

NOW, THEREFORE, it is hereby agreed:

- 1) The Regional Housing Rehabilitation Program (RHRP), established in 2001, is now comprised of the following Members: Lane County, and the cities of Lowell, Cottage Grove, Oakridge, and Florence herein after referred to as the Members or individually as Member. All other non-metropolitan cities in Lane County that are eligible applicants for Small Cities - HUD/CDBG funding, may become members by completing a state grant application for CDBG funds and accepts such funds, and by executing an amendment to this agreement and a Subrecipient Agreement described below.
- 2) The original Agreement establishing the RHRP was fully executed in April 2001 and this Agreement amends and replaces, in its entirety, that original agreement, pursuant to paragraph 12 of the original agreement.
- 3) The RHRP shall include contributions of Community Development Block Grant (CDBG) assets by Members for the purpose of making loans to low- to moderate income property owners for approved housing rehabilitation, creation of a revolving loan fund upon loan repayment for continuing this purpose, and the regional administration and management of the revolving fund by an eligible and qualified 501(c)(3) non-profit corporation.

- 4) The RHRP Fund, established with certain existing revolving loan fund assets of Members, will continue to grow with new grant assets received periodically by Members from the State of Oregon, and any privately contributed funds. The current grants that contribute to the RHRP revolving loan fund include: H0200021, H010005, H010007, H010004, H00023, HR505, & HR410. Commitments of matching funds for these grants also contribute to the RHRP revolving loan fund. Upon funding by Oregon Housing and Community Services agency, the City of Florence commits a contribution from existing housing rehabilitation portfolio and resources to RHRP.
- 5) The Members agree that the administrator and manager of RHRP assets will be the St. Vincent De Paul Society of Lane County (hereafter Subrecipient) until September 2011, subject to termination provisions of this Agreement. Each Member agrees to execute a Subrecipient Agreement with St. Vincent De Paul in substantially the same form as Exhibit A, attached hereto, in order to effectuate the transfer of CDBG assets for purposes of the RHRP. Each new Subrecipient Agreement with St. Vincent De Paul shall be executed upon receipt of a CDBG grant, and shall continue until September 2011. The Subrecipient shall fill two roles with regard to the RHRP: first is as the contractor to the grant recipient member to administer and manage the grant through closeout; and second, after closeout, as the title owner of the grant assets, including loan repayments, and assuming all grant responsibilities of each member, as described in the Subrecipient Agreement. The Subrecipient may also act as a Subgrantee for any city that enters into this Agreement after 2005.
- 6) The city Members of the RHRP, as established under this agreement, and other city members, as may be added in the future, shall appoint one representative, each with one vote, and one additional community member with one additional vote, to sit on the Policy Committee. Lane County membership representation on the Policy Committee is: the Lane County East Lane Commissioner district and the Lane County West Lane Commissioner district shall each have one appointed representative, and each district shall have one additional community member with one additional vote, for a total of four (4) votes on the Policy Committee representing unincorporated communities in Lane County. The community member may be an interested citizen, or representative of a community development corporation, or of a service or other organization. The Policy Committee shall be created for and managed by the Subrecipient. The Policy Committee shall advise the Subrecipient on how to best meet the needs for affordable housing and related programs in the member jurisdictions and recommend and approve Policies and Procedures describing operation of the RHRP Fund, housing rehabilitation priorities, criteria for loan approval, and other matters that Subrecipient and/or the Policy Committee deem relevant.
- 7) The Members will initiate a process prior to September 25, 2011 that will result in one of the following: (a) reselection of St. Vincent De Paul as the managing agency, or (b) selection of another qualified program managing agency. The Policy Committee will adhere to the following process to make this

determination, which will be referred to the Members for confirmation and any amendment of Subrecipient Agreements, as appropriate:

- a) Policy Committee members will draft a Request for Proposal or Letter of Interest, as determined appropriate, and have it approved by the Member jurisdictions.
- b) The Policy Committee members shall act as the review and selection committee for the new Subrecipient, and under that process the vote need not be unanimous, but must involve a majority of the Members.
- c) When selection is complete, the Member jurisdictions shall ratify the selection by amending each Subrecipient Agreement to reflect this change, including the new Subrecipient Agreement expiration date.
- d) The RHRP Fund portfolio will be transferred to the selected Subrecipient, or retained by the existing Subrecipient.

These steps will be included in each Subrecipient Agreement that is signed by each Member with the original Subrecipient and any subsequent Subrecipient.

- 8) In creating selection criteria for a Subrecipient, Policy Committee members may consider the Subrecipient duties included in Exhibit A, and any other factors deemed relevant, including the potential contractors' ability to:
  - a. Manage rehabilitation projects and report on awarded grants to all grantors in a timely and complete manner and in compliance with grant requirements
  - b. Complete all fiscal reporting, documentation, review and audit responsibilities in full compliance with grantor requirements
  - c. Perform all grant close-out procedures in a manner in compliance with all Grantor requirements.
  - d. Maintain all records, documents and correspondence pertaining to grants in a manner in accordance to grantor requirements
  - e. Respond to Grantor findings and questions promptly and completely
  - f. Adhere to and implement all RHRP policies and procedures
  - g. Initiate loans, service them, collect repayments in an appropriate manner, and record them
  - h. Experience in managing loans and loan funds
  - i. Complete the rehabilitation scope of work, monitoring, and inspections

- j. Ensure loan customer satisfaction
  - k. Manage RHRP committees
  - l. Identify and assist with obtaining additional resources for community needs as identified by RHRP Members and committees
  - m. Perform in a professional manner.
- 9) A Member who chooses to withdraw from the RHRP is solely responsible for the meeting of all Community Development Block Grant federal requirements with regard to any returned RHRP funds or assets. A Member may withdraw by providing written notice to all other Members.
- 10) If there is to be a change in the Subrecipient referred to in Exhibit A, Members agree that the method for the prior Subrecipient to return assets or funds to each must be pre-approved by the state and shall not jeopardize the continuation of the RHRP including its goals to operate with non-program income. Current approved options include:
- a. Requiring the Subrecipient to relinquish control of such assets to the Member for an interim period approved by the state, after which all assets must be transferred to another eligible Subrecipient for the purposes of continuing duties described in 4) above, or
  - b. Requiring the Subrecipient to relinquish control of such assets directly to another eligible Subrecipient.
- 11) Coordination with Metropolitan Housing Programs. The Members of the Lane County Regional Housing Rehabilitation Program, and signatories to this IGA, seek to coordinate regional housing rehabilitation goals with metropolitan housing programs that share the goal of affordable housing for lower income families.
- 12) Exhibits to this agreement include: A – Subrecipient Agreement.
- 13) This Agreement may only be amended by written agreement of all parties to this Agreement.
- 14) This Agreement may be terminated upon mutual consent of all Members. If the RHRP loses its eligibility for funds, ceases to exist, becomes insolvent or it is otherwise financially unreasonable to continue the RHRP, this Agreement may be terminated by fewer than all Members.
- 15) This Agreement is perpetual, unless otherwise terminated under its provisions.



16) This signature page may be executed in multiple counter parts, with the combined total reflecting that all parties have signed.

City of Cottage Grove

By \_\_\_\_\_

Date \_\_\_\_\_

Lane County

By \_\_\_\_\_

Date \_\_\_\_\_

City of Lowell

By \_\_\_\_\_

Date \_\_\_\_\_

City of Oakridge

By \_\_\_\_\_

Date \_\_\_\_\_

City of Florence

By \_\_\_\_\_

Date \_\_\_\_\_

**LANE MANUAL STANDARD PROVISIONS**

**21.130 Standard Contract Provisions.**

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the

contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public

improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or

produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all

reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)*

**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<input checked="" type="checkbox"/> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort
<input checked="" type="checkbox"/> Products/Completed Operations	Claims Act (ORS 30.370),
<input checked="" type="checkbox"/> Contractual Liability	present limits \$500,000
<input type="checkbox"/> Broad Form Property Damage	per occurrence
<input type="checkbox"/> Owners' & Contractors' Protective	<input type="checkbox"/> Other

*FORM* All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

*LIMITS*

- \$1 million per occurrence
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence  Other

**PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

*EMPLOYER'S LIABILITY*  Limits of \$500,000.

**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

X **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4569**

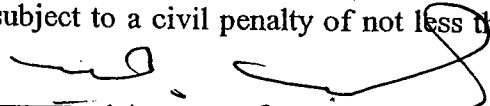
**CERTIFICATION REGARDING LOBBYING**  
(CDBG Awards of \$100,000 or more)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed  
Title  
Date

  
 \_\_\_\_\_  
 Director  
 \_\_\_\_\_  
 3-28-00  
 \_\_\_\_\_

**Community Development Dept.  
City of Cottage Grove**

# Memo

Cottage Grove



To: Peter Thurston, Lane County  
Tito Tedeschi, City of Florence  
Chuck Spies, City of Lowell  
Sue Bond, City of Oakridge

From: Howard P. Schesser, City of Cottage Grove

CC: Anne Williams, St. Vincent dePaul Society of Lane County

Date: 1/11/06

Re: Award of Request for Proposal – Administration of RHRP Consortium

---

In August the Policy Committee of the Regional Housing Rehabilitation Program (RHRP) consortium authorized the Request for Proposal (RFP), which was undertaken in September. The RFP was advertised and submissions from qualified non-profits were accepted from September 27 to October 12, 2005. A complete package was required to be submitted.

At the close of the acceptance period only one submission was received. That was from St. Vincent dePaul Society of Lane County, as submitted by Anne Williams. The submission was complete and copies were circulated to members of the budget subcommittee of the Policy Committee for review. It was the recommendation of the subcommittee that the contract for administration be awarded to St. Vincent dePaul Society of Lane County.

The Policy Committee considered the recommendation from the budget subcommittee and adopted a motion to award the contract to St. Vincent dePaul Society of Lane County.



# RHRP Newsletter

Lane County Regional Housing Rehabilitation Program

Spring 2006 News

## Points of Interest

CDBG Application Process has begun

Homes rehabilitated in the county over the past 3

Drinking water and wastewater health problems

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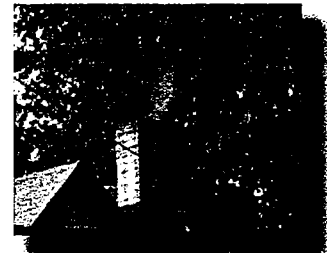
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## Warm Homes Project - Collaboration from All Fronts: How RHRP Solves Community Problems

The city of Oakridge will be submitting a CDBG application this year to help fund a portion of the Warm Homes Clean Air Project. According to Lane Regional Air Pollution Authority (LRAPA), Oakridge has the worst air quality in the state during cold weather months and some of the worst air quality in the country. This is due to the combination of burning wood for heat and the area's topography. Sixty percent of the town's residents burn wood daily during winter months and, for 30% of the population, wood stoves are the only source of heat.

LRAPA has decided to offer economic incentives to offset the cost of replacing old woodstoves and retrofitting older homes for certified woodstoves that burn clean.

The problem is that 55% of Oakridge residents are low- to moderate-income and can't afford to weatherize their homes without assistance.



There are many partners involved in the Warm Homes Clean Air Project, including St. Vincent De Paul, the administrator of Lane County's RHRP program. If the city of Oakridge receives CDBG funding, money will be available for a variety of housing rehabilitation projects. Priority will be given to homes with wood stoves that do not meet current health and safety standards.

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## Success Story: The Stratis Family

Financially savvy Tina Stratis was reluctant to take out a loan on a house she and her husband owned outright. After inheriting the old house in 2000, she was ready to burn it down and start over. The roof leaked, the floor was dilapidated, and testing revealed dangerous levels of lead in her children's bedrooms.

The Regional Housing Rehabilitation Program (RHRP) sounded too good to be true. Low-interest loans that didn't have to be repaid unless the house was sold? Up to \$25,000 without monthly payments? Yes, believe it or not, this is how the program works.

The Stratis family managed to almost completely rehabilitate their entire home. Since they did most of the work themselves, they were able to pay for more materials and less labor—enabling them to borrow a comparatively low amount of less than \$14,000. Handyman Tim Stratis put in new cabinets and countertops, new sub-flooring, flooring, new plumbing, new electrical wiring and painting—all in less than one year.

"There's no way we could have done all of this without the RHRP," says Tina Stratis. Husband Tim Stratis says this is a great opportunity for rural families to take care of their homes. They are happy to have a safe place for their children to call home.



## Rehabilitation Fund Helps Those in Greatest Need

By Ernie Kirchner, Oregon Housing and Community Services (OHCS)

Low income homeowners forced to choose between food and the monthly costs of living commonly defer maintenance work on their homes. Lane County home owners fortunately have a nonprofit organization advocate. St Vincent de Paul Society of Lane County (SVDP) serves as a conduit for money dedicated to fund repairs for low income home owners.

Congress has authorized the US Department of Housing and Urban Development (HUD) with \$14,235,448 to fund the 2006 Community Development Block Grant (CDBG) program. The State of Oregon Housing & Community Services will receive \$2,878,761 in CDBG funds which will be granted to rural Oregon cities and counties. Local governments

then contract with SVDP to provide home repair services to home owners.

The application process includes a title search of their property, income verification, and loan documents that protect the fund for posterity. An inspection of their homes by the housing rehabilitation inspector Richard Dannemiller gives an expert opinion on how to best effect the needed repairs.

OHCS reviews every grant including those to Lane County, Lowell, Oakridge, Florence and Cottage Grove. In every case SVDP has stretched available funds to accomplish a great deal more than most individuals could.

Below are recent before and after pictures.



## Success Story: RHRP Helps Seniors

80-year-old Verna Allen is just one of many elderly recipients of an RHRP loan. She won't have to work next winter in order to pay her utility bills. After her old single-pane windows are replaced with weatherized vinyl windows and insulation is installed in the attic and sub-flooring her degenerative spine condition and arthritis will be much more tolerable.

As a loan recipient of the Regional Housing Rehabilitation Program, she will be able to stay in her own home. The few repairs she needs are all eligible under the RHRP priority guidelines for weatherization, livability and safety for the elderly. She will also be getting a new back deck and have walls replaced that have been damaged from dry rot.

"If it wasn't for this program I'd have to give up my home and move into a nursing home," she says, "I've been very blessed."

Last winter she worked 20 hours a week as a receptionist at Willamette Pass. She couldn't pay her bills otherwise.

Contractor Michael Molton has been working in Lane County for more than 30 years. After receiving a flyer in the mail four years ago he has completed several projects for RHRP loan recipients.

"Everyone of them is different. Nothing is routine," Molton says of the various project his company has taken on. He finds the work rewarding and prides himself on the fact that they haven't yet left a challenge unmet.

## Success Story: RHRP Helps Seniors

Celia Walker left the private sector because she wanted the flexibility to help people more directly. She finds her non-profit work as the RHRP Loan Specialist to be fulfilling and full of surprises, dividing her time between processing loan applications, servicing current loans and working directly with the applicants.

Richard Dannemiller has been a General Contractor for more than 30 years. This “sophisticated redneck” enjoys working with people from all walks of life. An Oregon native, Dannemiller has an extensive experience and solid work ethic that is widely respected in this community.

He manages the competitive bid process for contractors. Once a contractor is chosen that contract is between the homeowner and the contractor. St. Vincent’s role is then as the lender who pays the contractor for services rendered on behalf of the homeowner.

In 2002 St. Vincent’s initiated a consortium effort. Prior to 2002 communities applied for CDBG funding themselves and serviced the loans themselves.



This regional collaboration currently includes Lane County, Lowell, Oakridge, Florence, Cottage Grove and St. Vincent de Paul’s.

“The RHRP is a public/private venture involving bankers, community service organizations, local

contractors and elected officials all working together to meet affordable housing needs in our community,”

says Oakridge Mayor and Committee Chair Sue Bond.

“This cooperative regional approach will allow us to move in a more holistic direction and focus on the linked needs of communities,” says Ann Williams, St. Vincent’s Housing Programs Director.

Recipient	Available Loan Amount	Households Served
Oakridge	\$200,000	13
Cottage Grove	\$482,000	28
Lowell	\$341,403	18
Florence	\$320,000	15
<b><i>Small Cities Subtotal</i></b>	<b><i>\$1,143,403</i></b>	<b><i>74</i></b>
Unincorporated Areas	\$820,000	41
<b><i>Total RHRP Grant Volume</i></b>	<b><i>\$2,163,403</i></b>	<b><i>156</i></b>

# **The Regional Housing Rehabilitation Consortium**

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## **RHRP Partners**

USDA Rural Development  
Lane Rural Electric Co-Op  
Housing & Community Services Agency of Lane County  
Emerald People's Utility District

### **How to Apply for an RHRP Loan**

**Has Your Home Seen Better Days? Help May be Available**

**What:** A low-interest loan program to help rural Lane County homeowners improve the health and safety of their housing.

**Terms:** Loans up to \$25,000 are available for work on roots, plumbing, wiring, septic and water systems and other essential construction items. Interest accrues at 3 percent for the first five years; no payments are required until the property changes ownership, whether by death or sale.

**Who's eligible:** Low-income residents in unincorporated portions of Lane County. Income cannot exceed \$30,400 per year for a single person or \$43,450 for a family of four.

**Contact:** Program administrator St. Vincent de Paul of Lane County. Call Celia Walker at 1-888-660-4535. All are encouraged to apply, even if you have been previously turned down by a bank.