



Agreement

Between the Housing Authority of Yamhill County
And
Yamhill County Health and Human Services

THIS AGREEMENT ("Agreement") is made between the Housing Authority of Yamhill County (hereinafter referred to as "HAYC"), and Yamhill County, a political subdivision of the State of Oregon, ("hereinafter referred to as the "Contractor").

I. Recitals

- A. The Housing Choice Voucher Fast Track Program (the "Program") provides rental subsidies and support services to individuals and families through a collaborative effort of HAYC and community-based organizations.
- B. HAYC desires to enter into an agreement to provide services to assist Very Low and Extremely Low Income individuals and families in their efforts to re-enter permanent housing.
- C. The Contractor desires to provide services to Eligible Participants as intended by the Program and has been successful in complying with the Agreement since its inception.
- D. HAYC is administering the Program using the current Section 8 allocations of vouchers made available by turnover.
- E. The number of vouchers made available at any given time is not fixed, and the HAYC may, at any time, increase, decrease, suspend, or terminate the number of available vouchers to achieve its 100% lease-up goal. The target number of vouchers for this agreement is 15 per month.
- F. HAYC provides no funding for supportive services or administrative costs under this Agreement.
- G. Adequate consideration exists for this Agreement. Based upon said consideration, and the foregoing recitals, the parties agree to the following terms and conditions.

II. Agreement Terms and Conditions

A. Term

Initial Term. The initial voucher award will be for an initial one (1) year period and assessed yearly thereafter. The original Agreement commenced on April 1, 2019 and continued in full force and effect through March 31, 2020. This Agreement will be in full force and effect from April 1, 2020 to March 31, 2021.

B. Statement of Work

1. **Scope of Work.** The Contractor will, in a manner satisfactory to HAYC, completely perform the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this

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"Equal Housing Opportunity"

B.O. 20-174



reference, incorporated and made a part of this Agreement. The Contractor will also perform in accordance with its proposal to HAYC dated February 18, 2019.

2. **Key Personnel.** The Contractor will provide key personnel listed below to perform the above-specified services. The Contractor will notify HAYC as to any changes in key personnel within 14 days of occurrence.
3. **Materials, Equipment and Personnel.** Contractor will furnish, at Contractor's own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement.
4. **Liability and Indemnification.** Contractor assumes the risk of all damage, loss, costs, and expense, arising out of the performance of this Agreement. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor agrees to indemnify, defend, and hold free and harmless HAYC, and each of its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, or in connection with the provision of services under this Program and/or Contractor's performance of this Agreement. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this Agreement, Contractor agrees that HAYC may employ attorneys of its own selection to appear and defend the claim or action on behalf of HAYC, at the expense of Contractor. HAYC, at its option, will have sole authority for the direction of the defense, and HAYC will be the sole judge of the acceptability of any compromise or settlement of any claims or actions against HAYC. HAYC agrees to indemnify, defend, and hold free and harmless Contractor, and each of its officers, directors, agents, and employees from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, or in connection with the provision of services under this Program and/or HAYC's performance of this Agreement. In the event a claim should be brought or an action filed with respect to the subject of indemnity in this Agreement, HAYC agrees that Contractor may employ attorneys of its own selection to appear and defend the claim or action on behalf of Contractor, at the expense of HAYC. Contractor, at its option, will have sole authority for the direction of the defense, and Contractor will be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Contractor.



5. Agreement Termination.

- a. Either party may cancel this Agreement without cause upon 30 days written notice to the other party.
- b. If Contractor breaches its duties or fails to satisfactorily perform under this Agreement, HAYC will, if it believes that the breach or failure to perform can be cured, provide written notice of such breach and allow Contractor thirty (30) days to cure the breach or failure to perform. At the end of the 30-day period, if the failure to perform has not been remedied, this Agreement will automatically terminate.
- c. Should HAYC believe that Contractor has breached or failed to perform under this Agreement and that the breach or failure cannot be cured or constitutes a serious risk to the health or welfare of HAYC clients or risk to HAYC, then, HAYC may terminate this Agreement upon ten (10) days written notice to the Contractor.
- d. In the event of an uncured breach of this Agreement, the Contractor will be liable for all damages allowed by law.

6. Supervision and Inspection

- a. In the provision of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the services, HAYC being interested in the results obtained. However, the services and performance of Contractor contemplated herein must meet the approval of HAYC and will be subject to HAYC's and designated auditor's general right of inspection and supervision to secure the satisfactory completion thereof.
- b. Contractor agrees to allow periodic inspections of the Program operations so as to enable HAYC to evaluate performance under this Agreement. Contractor will make available to HAYC all records or pertinent information, which the Contractor will have kept, pertaining to this Agreement. The Contractor will also furnish monthly reports, schedules and other such Program data as reasonably required to evaluate performance. Contractor agrees to obtain all required releases of information agreements for Eligible Participants required to facilitate required records examination.
- c. HAYC will review all reports, records and data submitted by Contractor within thirty (30) days following delivery and notify Contractor in writing of any discrepancies or deficiencies contained in such material.
- d. Contractor agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may in the future become applicable to Contractor.

7. Entire Agreement. The Agreement herein is the complete expression of the terms agreed to by the parties. Any oral representations or understandings not incorporated herein are



excluded and form no part of this Agreement. Any modification of this Agreement will be in writing and signed by both parties.

- 8. Notices.** All notices to be given with respect to this Agreement will be in writing. Each notice will be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing, or by personally presenting the notice to the other party. The addresses for notification designated by the parties are as follows:

YCHHS
627 NE Evans St
McMinnville, OR 97128
Attn: Callie Gamble
gamblec@co.yamhill.or.us

Housing Authority of Yamhill County
135 NE Dunn Pl
McMinnville, OR 97128
Megan Ramos
mramos@hayc.org

Every notice will be deemed to have been given and received at the time it will be deposited in the United States mail in the manner prescribed herein.

- 9. Assignment.** Contractor will not transfer or assign this Agreement in whole or in part without the express written consent of the HAYC, which consent may be granted or withheld in HAYC's sole discretion and judgment.
- 10. Governing Law.** This Agreement will be governed by and construed under the laws of the State of Oregon. Venue for any action or proceeding will be in Yamhill County, Oregon.
- 11. Construction and Interpretation.** This Agreement was freely and voluntarily negotiated between the parties. Although the HAYC and/or HAYC's agent initially drew the provisions of this Agreement, the parties agree that this circumstance will not create any presumption, cannon of construction, or implication favoring the position of either HAYC or Contractor. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired or required.
- 12. Corporate Authority.** Each party represents and warrants that each has full authority to sign this Agreement and that such signature binds each corporation or entity which is a party to this Agreement. Upon execution of this Agreement, upon request of either party, the other party will promptly deliver to the requesting party a copy of a resolution of that party's Board of Directors or other controlling body authorizing such execution or other reasonably acceptable evidence of such authority.
- 13. Insurance.** Each party shall maintain in full force and effect prudent levels of general liability, public liability and property damage insurance or self-insurance to cover any claims that may arise by virtue of their actions. Each party shall furnish proof of coverage to the other party upon request.



HOUSING AUTHORITY OF YAMHILL COUNTY

- 14. Costs and Attorneys Fees.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.
- 15. Non-Discrimination.** HAYC and Contractor agree that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or domestic partnership, suffer discrimination in the performance of this Agreement when employed by HAYC or Contractor. Further, HAYC and Contractor agree to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84. Title VI as implemented by 45 CFR 80 and 84, states in part that "No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receive or benefits from federal financial assistance."
- 16. Compliance With Applicable Laws.** Contractor and HAYC agree to comply with applicable local, state and federal regulations and all provisions of federal and state law relating to both parties performance under this Agreement.
- 17. Counterparts.** The parties may execute this Agreement in counterparts, each of which shall be deemed to be an original thereof. The parties agree that facsimile signatures shall be accepted as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Yamhill County Health and Human Services

By: *Lindsey Manfrin* Date 6/22/20
Its: _____

Yamhill County Health and Human Services

By: *Casey Kulla* Date 6/23/2020
Its: _____

Housing Authority of Yamhill County

By: *Megan Ramos* Date 6-22-2020
Its: Director of Housing Services

Accepted by Yamhill County Board of Commissioners on 6/11/2020 by Board Order # 20-174