

April 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Housing Authority of Clackamas County
for Hillside Manor Emergency Assistance

Purpose/Outcomes	The Agreement will allow for the Community Development Division to fund Emergency Assistance to pay for temporary relocation expenses for tenants displaced by a fire at the Hillside Manor in Milwaukie in February 2019.
Dollar Amount and Fiscal Impact	\$25,000 of Community Development Block Grant funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective February 11, 2019 to February 10, 2020
Previous Board Action	2018 Action Plan and the 3 -Year Funding Recommendations were approved by the BCC on May 3, 2018 agenda item 050318 - A1
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. April 9, 2019
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	9190

BACKGROUND:

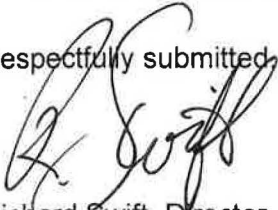
The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the Housing Authority of Clackamas County for emergency assistance to pay for temporary relocation expenses for tenants displaced by a fire at the Hillside Manor in Milwaukie in February 2019. The fire damage has been repaired and tenants have been allowed to move back into their units. Expenses involved are for temporary relocation expenses and rent of hotel rooms while the public housing units damaged by fire were being repaired.

The Agreement was reviewed and approved by County Counsel on April 9, 2019.

RECOMMENDATION:

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing & Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

HOUSING AUTHORITY OF CLACKAMAS COUNTY

I) Purpose:

- (A) This Intergovernmental Agreement ("Agreement") is entered into pursuant to ORS Chapter 190 and is between Clackamas County, a political subdivision of the State of Oregon ("County"), by and through its Housing and Community Development Division, and the Housing Authority of Clackamas County, an Oregon public corporation organized under ORS Chapter 456 ("HACC"). The purpose of this Agreement is to provide financial assistance to support necessary temporary relocation of public housing clients and other services and activities in response to a recent fire at the Hillside Manor public housing property ("Project"). Services and activities covered under this Agreement are being funded, in part, with Community Development Block Grant ("CDBG") funds. HACC is the owner and operator of the facility, located at 2889 SE Hillside Ct, Milwaukie, OR 97222.

The emergency assistance activities covered under this Agreement are necessary to assist low income public housing clients who have been displaced due to a fire. Funds will be used for temporary relocation of clients until their rental units are repaired by the Housing Authority pursuant to 24 CFR 570.207(b)(4) *Income payments. The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.*

I) Scope of Responsibilities:

- (A) Under this Agreement the responsibilities of HACC shall be as follows:
- 1) HACC will be solely responsible for the Project.
 - 2) HACC agrees to report, using the form attached hereto as Attachment A, to the County demographic information on HACC clientele who are assisted with temporary relocation rental assistance payments. The report shall be submitted to the County no later than the 31st day of August of each such year during the term of this Agreement.
 - 3) HACC will ensure that CDBG funds expended under this Agreement are used solely in compliance with applicable federal regulations and are not used to pay for the cost of materials, services or other expenses, where such costs are being recovered by any insurance claim made on behalf of HACC.

- (B) Under this Agreement the responsibilities of the County shall be as follows:
- 1) The County agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project.
 - 2) The County shall conduct necessary environmental reviews described in 24 CFR part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
 - 3) The County shall conduct due diligence to determine the feasibility of the Project.
 - 4) The County has determined that the Project will meet the CDBG objective of benefiting primarily low and moderate income persons as a Limited Clientele Activity as described in 24 CFR part 570.208(a)(2)(i)(A). County may conduct periodic reviews of the Project to ensure that the CDBG national objective is being met.
 - 5) The County shall provide reasonable and necessary staff for administration of this Agreement.

II) Budget and Financial

- (A) The County will provide up to **\$25,000** dollars of CDBG funds to HACC for the activities covered under this Agreement.
- (B) The County will distribute the CDBG funds within thirty (30) days of receipt from HACC of a request for reimbursement of eligible expenditures, as determined by the County in its sole administrative discretion. Reimbursement requests will be made to the County on a monthly basis. Reimbursement will be based on an itemized reimbursement form developed by HACC and will include all corroborating receipts.
- (C) The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County's financial contribution exceed the amount finally granted, released, and approved by HUD for this Project.
- (D) HACC will be financially responsible for all funds needed for the covered activities beyond the County's \$25,000 available for the Project. In addition, HACC shall match at least 20% of all CDBG funds distributed under this Agreement by expending not less than \$5,000 toward the costs of renovation and relocation. HACC has the sole authority to determine the source of any monies used or expended toward the costs of the covered activities.
- (E) If HACC fails to meet a national objective for allowed use from the CDBG Program under the HUD guidelines, or otherwise uses the funds for an ineligible purpose under the CDBG Program, the County reserves the right to demand repayment of all CDBG funds issued under this Agreement.

III) Liaison Responsibility

Rich Malloy will act as liaison from HACC for this Project. Mark Sirois will act as liaison from the County.

IV) Special Requirements

- (A) Law and Regulations. The County and HACC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- (B) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (C) Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, HACC agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of HACC or its employees or agents, in performance of this Agreement. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County agrees to indemnify, defend and hold harmless HACC, its officers, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or its employees or agents, in performance of this Agreement.
- (D) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- (E) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (F) Access to Records. HACC will ensure that the County, the State of Oregon, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- (G) Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.
- (H) Conflict of Interest. No officer, elected official, board member, employee, or agent of HACC or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or

CDBG AGREEMENT: 2019 HACC FIRE TEMPORARY RELOCATION

responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.

- (I) Insurance. HACC will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected HACC Property. HACC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, HACC shall be required to maintain flood insurance. HACC shall keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the County, its officers, elected officials, agents, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. HACC must meet these insurance requirements until the termination of the Agreement.
- (J) Nondiscrimination. HACC and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- (K) Handicapped Accessibility. HACC agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- (L) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by HACC to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (M) Evaluation. HACC agrees to participate with the County in any evaluation process or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.

VI) Amendment

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

VII) Term of Agreement

- A) This Agreement becomes effective February 11, 2019.
- B) The term of this Agreement is a period beginning when it becomes effective and ending 1 year (1) years from the date signed by both Parties. The expiration date of this Agreement will be February 11, 2020.
- C) Termination.
 - 1. Either the County or HACC may terminate this Agreement for convenience at any time upon thirty (30) days written notice to the other party. If HACC terminates for convenience, it shall return any unspent CDBG funds distributed under this Agreement to the County within thirty (30) days of termination.
 - 2. Either the County or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - 3. The County or HACC shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - 4. Either Party may terminate this Agreement in the event it fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
 - 5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

VIII. Integration

This Agreement contains the entire agreement between HACC and the County and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

XI. Waiver

HACC and the County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

CDBG AGREEMENT: 2019 HACC FIRE TEMPORARY RELOCATION

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY**

13930 Gain Street,
Oregon City, Oregon 97045

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board



Jill Smith, Director
Housing Authority of Clackamas County

4/15/19
Date

Richard Swift, Director
Health, Housing and Human Services
Department

Date

Reinke, Derek

From: Wilson, James
Sent: Thursday, April 11, 2019 2:18 PM
To: Reinke, Derek
Cc: Cockrell, Deborah
Subject: MFR Updates for 2019-2020 budget

Hi Derek

Here is the additional information for the MFR budget documents.

Patient and Visit counts

2018

	Patients	Visits
Primary Care	10,907	31,844
Dental	5,670	15,638
Behavioral Health	5,628	46,167

2017

	Patients	Visits
Primary Care	11,495	33,958
Dental	5,457	13,973
Behavioral Health	6,536	57,555

2016

	Patients	Visits
Primary Care	15,252	35,699
Dental	5,276	13,698
Behavioral Health	8,357	71,225

2015

	Patients	Visits
Primary Care	12,620	37,667
Dental	4,756	14,490
Behavioral Health	8,182	69,999

2018 Dental Patients between the ages of 6 and 14: 847

(This is an approximate number due to complications of patient date-of-birth and date of visit, which would take programmer development time to address)

Global Distress

Clackamas Health Centers measure the intensity of need of behavioral health patients based on their perception of suffering related to their symptoms. This measure is referred to as Global Distress. It is a statistically validated indicator of an individual's difficulties in personal relationships and impaired function and performance at work or school. Global Distress is measured through patient report at each visit using questionnaires developed in partnership with the A Collaborative Outcome Resource Network (ACORN).

Dental Sealants

Childhood tooth decay causes needless pain and has the potential to lead to future adverse outcomes. Applying dental sealants is an evidence-based clinical practice which is now recommended universally (Centers for Medicare and Medicaid Services; Centers for Disease Control and Prevention; U.S. Department of Health and Human Services American Dental Association; American Academy for Pediatric Dentistry) as an effective preventive method to avoid decay in permanent teeth in children.

Clackamas Health Centers measure the percentage of dental patients aged 6 to 14 who receive dental sealants as a leading measure of outcome which will have positive impact on patients for years into the future.

It replaces the lagging measure of Dental Service Plans completed within 1 year. The 1 year completion timeline rate did not prove to be an effective measure of outcomes for the population of Health Centers' Dental patients.

Please let me know if anything else would be useful in putting together our budget documents.

Have a great afternoon

James

April 25, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreements with Clackamas Fire District #1,
City of Lake Oswego and Tualatin Valley Fire & Rescue District
for Advanced Life Support Emergency Medical System Integration.

Purpose/Outcomes	Extends the current Agreement as additional time is needed to negotiate new Agreement that assures elements of the newly adopted EMS Strategic Plan is incorporated.
Dollar Amount and Fiscal Impact	No County general funds are involved. Each agency receives a share of the funds provided to Participating Providers for providing medical first- response services within specified response times.
Funding Source	Funds for this purpose are received by the County from the franchised ambulance provider based upon increased efficiency as provided for in the current agreement for ambulance services.
Duration	Effective upon signature and terminates on December 31, 2019
Previous Board Action	Board approved original Agreement on April, 24, 2014, Agenda 042414-A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document on April 10, 2019
Contact Person	Richard Swift, H3S , 503-650-5694 or Philip Mason-Joyner , 503-742-5956
Contract No.	6346-01, 6347-01, 6348-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intergovernmental Agreement with Clackamas County Fire District #1, Lake Oswego Fire Department, and Tualatin Valley Fire & Rescue District

The County's Ambulance Service Plan, adopted July 12, 2012, encourages partnerships in the emergency medical services system. Intergovernmental Agreements (IGAs) are currently in place between the County and three fire service agencies - Clackamas County Fire District #1, Lake Oswego Fire Department, and Tualatin Valley Fire & Rescue District. These agreements commit each agency to meet response time standards in providing emergency medical services to the public as established in the Ambulance Service Plan. Meeting these response times enables the franchised ambulance provider, American Medical Response NW (AMR), to reduce the number of staffed ambulances because it can rely on the fire agency response commitment.

The reduction in ambulances results in savings which AMR passes to the County. The savings are then distributed to the fire agencies in accordance with the terms of the IGA(s).

Healthy Families. Strong Communities.

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www.clackamas.us/community_health

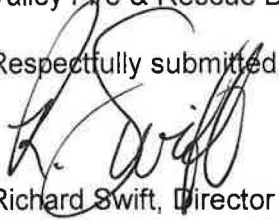
This cooperative relationship is referred to as "Integration" of advanced life support (ALS) services. These IGAs all terminate on May 1, 2019, unless extended by mutual agreement of the parties. It has been reviewed and approved by County Counsel.

This Amendment is effective upon signature and continues through December 31, 2019.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing, and Human Services

**AMENDMENT #01 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS FIRE DISTRICT #1**

Agreement #6346-01

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency") and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the "Agreement").

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date;

WHEREAS, the parties agree to accept the current compensation amount during the extension and understand that no adjustments will be made retrospectively should an increase be negotiated for the new Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2019. The parties have performed under the Agreement following expiration of the original term, and hereby approve and ratify work performed as of the date of this Amendment.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to current compensation amount of \$10,912. per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

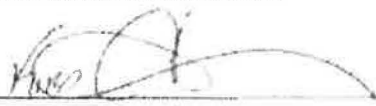
[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

Clackamas County

Clackamas Fire District #1

Chair, Board of County Commissioners



By: Fred Charlton
Its: Fire Chief

Date

4-15-2019

Date

**AMENDMENT #01 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF LAKE OSWEGO**

Agreement #6347-01

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and City of Lake Oswego ("Agency") and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the "Agreement").

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date;

WHEREAS, the parties agree to accept the current compensation amount during the extension and understand that no adjustments will be made retrospectively should an increase be negotiated for the new Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2019. The parties have performed under the Agreement following expiration of the original term, and hereby approve and ratify work performed as of the date of this Amendment.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to current compensation amount of \$3,274. per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

Clackamas County

Chair, Board of County Commissioners

Date

City of Lake Oswego

Scott Lazenby

Digitally signed by Scott Lazenby
DN: cn=Scott Lazenby,
email=slazenby@ci.lakeoswego.or.us, ou=ADOBE(r)-
CDS, c=US, o=City of Lake Oswego
Date: 2019.04.12 15:27:33 -07'00'

By: Scott Lazenby
Its: City Manager

Date

**AMENDMENT #01 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND TUALATIN VALLEY FIRE & RESCUE**

Agreement #6348-01 ADVANCED LIFE SUPPORT EMERGENCY MEDICAL SYSTEM INTEGRATION

THIS AMENDMENT ("Amendment") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Tualatin Valley Fire & Rescue ("Agency") and shall become a part of that Intergovernmental Agreement entered between the parties on April 24, 2014 (the "Agreement").

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the parties are in the process of negotiating a new Intergovernmental Agreement;

WHEREAS, the parties desire to keep the existing Agreement in place during the negotiations, but wish to amend it to reflect the new termination date;

WHEREAS, the parties agree to accept the current compensation amount during the extension and understand that no adjustments will be made retrospectively should an increase be negotiated for the new Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 11, Term of Agreement, is hereby amended to extend the term of the Agreement to December 31, 2019. The parties have performed under the Agreement following expiration of the original term, and hereby approve and ratify work performed as of the date of this Amendment.
2. **Compensation.** Section 3, Compensation, of the Agreement, all parties agree to current compensation amount of \$4,001. per month.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Amendment by the date set forth opposite their names below.

Clackamas County

Chair, Board of County Commissioners

Date

Tualatin Valley Fire & Rescue



By: Deric Weiss
Its: Assistant Fire Chief

4/15/19

Date

April 25, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #17 for the Intergovernmental Agreement with the
State of Oregon, acting by and through its Oregon Health Authority,
for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #17 makes the following changes: Increases PE44 – School Based Health Centers (SBHC)
Dollar Amount and Fiscal Impact	Amendment #17 increases this Agreement by \$71,600. for a new Contract maximum value of \$6,550,663.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3, September 27, 2018 , 092718-A5, November 8, 2018, Agenda item 110818- A-1, November 29, 2018 – Agenda Item 112918-A1, January 24, 2019 – Agenda Item 012419-A-2
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Counsel Review	County Counsel has reviewed and approved this document on April 10, 2019
Contract No.	8327-17

BACKGROUND:

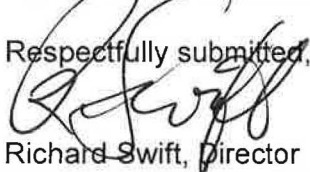
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #17 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #17 increases this Agreement by \$71,600. for a new Contract maximum value of \$6,550,663.00.

This Amendment is effective upon signature and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Agreement #154103



**SEVENTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Seventeenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Public Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Public Health Division Revenue and Expenditure Report" Forms and Instructions, set forth in Exhibit C of the Agreement; and

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit C "Public Health Revenue and Expenditure Reporting Forms" and "Public Health Division Revenue and Expenditure Report" Forms and Instructions, are hereby superseded and replaced in their entirety as per Attachment B attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing, and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
1) Grantee Name: Clackamas County		2) Issue Date March 12, 2019	This Action AMENDMENT FY 2019	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	486,823		486,823	
PE03 Tuberculosis Case Management	0		0	
PE07 HIV Prevention Services	130,555		130,555	
PE12 Public Health Emergency Preparedness and Response (PHEP)	184,568		184,568	
PE13 Tobacco Prevention and Education Prgram (TPEP)	227,587		227,587	
PE13-02 Tobacco Prevention and Education (TPEP) - SPArC	299,211		299,211	
PE27-02 PDOP - Opiod State Targeted Response (OSTR)	79,583	0	79,583	
PE40-01 WIC NSA: July - September	200,074		200,074	
PE40-02 WIC NSA: October - June	600,221		600,221	
PE40-03 BFPC: July - September	17,353		17,353	
PE40-04 BFPC: October - June	52,058		52,058	
PE40-05 Farmer's Market	3,769		3,769	
PE42-01 MCAH Title V CAH	36,671		36,671	
PE42-02 MCAH Title V Flexible Funds	85,564		85,564	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,490		11,490	
PE42-04 MCAH Babies First! General Funds	36,708		36,708	
PE42-05 MCAH Oregon Mothers Care Title V	8,834		8,834	
PE42-06 MCAH General Funds & Title XIX	21,556		21,556	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Clackamas County		2) Issue Date March 12, 2019		This Action AMENDMENT FY 2019
Street: 2051 Kaen Rd., Suite 637		3) Award Period From July 1, 2018 Through June 30, 2019		
City: Oregon City				
State: OR Zip Code: 97045				
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961
PE44-01	SBHC Base	280,000	71,600	351,600
PE44-02	SBHC - Mental Health Expansion	344,884		344,884
PE46	RH Community Participation & Assurance of Access	34,947		34,947
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475
5) Foot Notes:		3,381,892	71,600	3,453,492
PE03	1	Tuberculosis funding has been changed to a fee for service model.		
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE13-02	1	The LPHA award amount is designated for the agency-approved SPArC work plan on file with OHA. The performance period is Aug. 1, 2018 - June 30, 2019. A separate expenditure report for this funding is required for SPArC work done under Project Element 13.		
PE40-01	1	Award for July - September should be spent by 9/30/18		
PE40-02	1	Award for October - June should be spent by 6/30/19		
PE40-03	1	Award for July - September to be spent by 9/30/18		
PE40-04	1	Award October - June to be spent by 6/30/19		
PE40-05	1	Award is one-time funding to be spent by 11/30/18		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03	1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date March 12, 2019	This Action AMENDMENT FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
6) Comments:			
PE03 \$3,248 must be spent by 12/31/18 PE07 \$40,282 must be spent by 12/31/18 PE12 Operation OX: MCM Mini Grant Award \$4,999 PE27-02 \$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only. PE40-01 Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18 PE40-02 Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19 PE42-01 \$9,168 must be spent from 7/1/18 to 9/30/18. \$27,503 must be spent from 10/1/18 to 6/30/19. PE42-02 \$21,391 must be spent from 7/1/18 to 9/30/18. \$64,173 must be spent from 10/1/18 to 6/30/19. PE42-05 \$2,208 must be spent from 7/1/18 to 9/30/18. \$6,626 must be spent from 10/1/18 to 6/30/19. PE44-01 Nov-2018 Certification of Rex Putnam SBHC PE44-01 PE44-01 Additional Funding Award 03-2019 PE44-02 Dec 2018 PE44-02 \$46,500 is Roll over of unspent FY18 award PE44-02 2/2019 Reduction of -\$38,316 is correction to previous \$46,500 rollover of unspent SFY18 funding PE46 \$5,038 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19 PE50 \$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432) PE50 2/15/19: Remove prior comments regarding funding limitations and dates.			
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment B

OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.ohs.state.or.us

Agency: [Enter your agency name]
Program: [Enter the Program Element Number / Sub Element and Title]
Fiscal Year: July 1, [start year] to June 30, [end year]

BREAKDOWN BY FISCAL YEAR QUARTER										
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
A. PROGRAM INCOME/REVENUE										
1. Revenue from Fees										\$ -
2. Donations										\$ -
3. 3rd Party Insurance										\$ -
4. Other Program Revenue										\$ -
TOTAL PROGRAM INCOME		\$ -		\$ -		\$ -		\$ -		\$ -
5. Other Local Funds (Identify)									\$ -	
5a.									\$ -	
5b.									\$ -	
6. Medicaid/OHP/Ccare									\$ -	
7. Volunteer and In-Kind (estimate value)									\$ -	
8. Other (Specify)									\$ -	
9. Other (Specify)									\$ -	
10. Other (Specify)									\$ -	
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES										
	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
B. EXPENDITURES										
1. Personal Services (Salaries and Benefits)									\$ -	\$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts									\$ -	\$ -
2b. Travel & Training									\$ -	\$ -
2c. General Supplies									\$ -	\$ -
2d. Medical Supplies									\$ -	\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay									\$ -	\$ -
4. Indirect Cost (\$)									\$ -	\$ -
4a. Indirect Rate (%)										
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income									\$ -	\$ -
TOTAL REIMBURSABLE EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Check Box if amounts have been revised since report previously submitted

WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.					
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**					
C. CATEGORY	Q1: Jul, Aug, Sep	Q2: Oct, Nov, Dec	Q3: Jan, Feb, Mar	Q4: Apr, May, Jun	Fiscal Year To Date
1. Client Services					\$ -
2. Nutrition Education					\$ -
3. Breastfeeding Promotion					\$ -
4. General Administration					\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -

D. CERTIFICATE

I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

PREPARED BY _____ PHONE _____ AUTHORIZED AGENT SIGNATURE _____ DATE _____

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

OREGON HEALTH AUTHORITY
 PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
 EMAIL TO: OHA-PHD.ExpendRevReport@dhsosha.state.or.us

Agency: [Enter your agency name] _____

Program: [Enter the Program Element Number / Sub Element and Title] _____

Fiscal Year: July 1, [start year] to June 30, [end year] _____

OTHER SERVICES & SUPPLIES EXPENDITURES FORM

BREAKDOWN BY FISCAL YEAR QUARTER

OTHER SERVICES & SUPPLIES EXPENDITURES		Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
2e. OTHER SERVICES & SUPPLIES*		Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
Enter Other S&S Category										\$ -	\$ -
TOTAL OTHER S&S EXPENDITURES**		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form Number 23-152 Other S&S Expenditures

Revised Mar. 2019

*Note: For each line under 2e. OTHER SERVICES & SUPPLIES, enter the type of other expenditures and the amount for both the Non-OHA/PHD Expenditures column and OHA/PHD Expenditures Column.

**Note: The Total Other S&S Expenditures for each quarter here needs to be entered into the corresponding cells in Line 2e. Other under the Expenditure Section of the Expenditure and Revenue Report.

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report
FORM NUMBER: 23-152 (Instructions)

WHO MUST COMPLETE THE FORM 23-152: All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.

WHERE TO SUBMIT REPORT: OHA-PHD.ExpendRevReport@dhsaha.state.or.us

WHEN TO SUBMIT: Reports for grants are due **25 days** following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and **50 days** after the 12-month period (8/25) in each fiscal year. **Any** expenditure reports due and not received by the 25th could delay payments until reports have been received from the payee for the reporting period.

WHAT TO SUBMIT: Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE

Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.

Program Revenue Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.

TOTAL PROGRAM INCOME The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.

Non-OHA/PHD Revenue Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.

TOTAL REVENUE The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.

Fiscal Year To Date The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.

B. EXPENDITURES

Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.

Non-OHA/PHD Expenditures Program expenditures not reimbursed by the OHA Public Health Division.

OHA/PHD Expenditures Reimbursable expenditures less program income.

Line 1. Personal Services Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.

Line 2. Services and Supplies (Total) The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.

Line 2a. Professional Services/Contracts Report contract and other professional services expenditures for each quarter.

Line 2b. Travel & Training Report travel and training expenditures for each quarter.

Line 2c. General Supplies Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.

<p>Line 2d. Medical Supplies Line 2e. Other</p>	<p>Report expenditures for medical supplies for each quarter.</p> <p>Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.</p>
<p>Line 3. Capital Outlay</p>	<p>Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34.</p> <p><i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i></p>
<p>Line 4. Indirect Cost (\$)</p> <p>Line 4a. Indirect Rate (%)</p> <p>TOTAL EXPENDITURES</p> <p>Less Total Program Income</p> <p>TOTAL REIMBURSABLE EXPENDITURES</p> <p>Fiscal Year To Date</p>	<p>Report indirect costs for each quarter.</p> <p>Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".</p> <p>The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.</p> <p>Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.</p> <p>The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.</p> <p>The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.</p>
<p>C. WIC PROGRAM ONLY</p> <p>WIC GENERAL LEDGER REPORTING</p> <p>TOTAL WIC PROGRAM</p> <p>Fiscal Year to Date</p>	<p>Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.</p> <p>Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.</p> <p>The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.</p> <p>The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.</p>
<p>D. CERTIFICATE</p> <p>Prepared By</p> <p>Authorized Agent Signature</p> <p>Where to Submit Report</p> <p>REIMBURSEMENT FROM THE STATE</p> <p>WHEN A BUDGET REVISION IS REQUIRED</p>	<p>Certify the report.</p> <p>Enter the name and phone number of the person preparing the report.</p> <p>Obtain the signature, name and date of the authorized agent.</p> <p>Email the report to the Email To: address indicated on the form.</p> <p>Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement</p> <p>It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:</p> <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

April 25, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Gladstone School District for the Food Pantry Program.

Purpose/Outcomes	The Gladstone School District a recipient of the Blueprint Grants Program. They will enhance their food pantry by connecting clients with wrap around services and education are nutrition.
Dollar Amount and Fiscal Impact	Contract maximum value \$20,000.
Funding Source	Clackamas County Public Health Division approved budget. No Additional County General Funds are involved.
Duration	Effective July 01, 2019 and terminates on June 30, 2020
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document on April 15, 2019
Contact Person	Richard Swift, H3S , 503-650-5694 or Philip Mason-Joyner , 503-742-5956
Contract No.	9167

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Gladstone School District for the food pantry program.

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

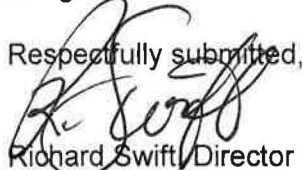
Gladstone School District has been selected to receive a grant for their project "Food Pantry" This Agreement provides funding for the FY 19-20. Continued financial support will be dependent on the project's success and availability of funds.

This Agreement is effective July 1, 2019 and continues through June 30, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
PUBLIC HEALTH DIVISION
AND
GLADSTONE SCHOOL DISTRICT

Agreement #9167

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and **GLADSTONE SCHOOL DISTRICT** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

Background:

The Blueprint for a Healthy Clackamas County is the county's external facing initiative to help coordinate, connect and align priorities for partners to collectively make an impact on improving the health and quality of life for residents within our communities.

Over the past year, Clackamas County Public Health has convened community members and organizations to prioritize the goals, objectives and strategies within the Blueprint report.

The Blueprint for a Healthy Clackamas County Community Grants fund community-driven projects that can work to implement the identified goals, objectives and strategies within the plan. There is an emphasis on funding projects that will create coalitions in advancing health equity and trauma-informed approaches within specific communities in Clackamas County.

Gladstone School District has been selected to receive a grant for their project "Gladstone Food Pantry" This Agreement provides funding for the FY 19-20. Continued financial support will be dependent on the project's success and availability of funds.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Complete the work described in Exhibit "A", which by this reference is hereby made a part hereof and incorporated herein.
2. Hold one United Way workplace campaign between July 1, 2019 and June 30, 2020 details to be navigated with United Way.
3. Participate in Blueprint Committee meetings to be held quarterly dates to be determined. In-person attendance is required for 2 out of 4 meetings. Phone attendance is acceptable for 1 of 4 meetings.

III. Compensation

- A. CLACKAMAS shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above and Exhibit A.

- B. The total payment from CLACKAMAS shall not exceed **\$20,000.**
- C. AGENCY shall submit a request for reimbursement for true and verifiable expenses on a monthly basis the month following that in which activities are performed. The request may use any format approved by the CLACKAMAS, shall list the contract #9167, list work accomplished for which reimbursement is requested, and total amount due for the billing period. Requests for reimbursement shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

or electronically to:

PublicHealthFiscalAP@clackamas.us

Within thirty (30) days after receipt of the bill, provided that the Program Manager, has approved the activities specified on the request for reimbursement, the CLACKAMAS shall pay the amount requested to the AGENCY.

IV. REPORTING REQUIREMENTS

- A. Agency is required to report out and share progress at meetings either by written report, verbal report, or presentation.
- B. Agency shall submit receipts and expenditure reports with requests for reimbursement.
- C. Agency shall submit a written final report is due July 31, 2020 to include budget expenditures.

V. Notices and Liaison Responsibility

- A. **Notices:** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- B. **Liaisons:** Lennie Bjornsen, Executive Director, will act as liaison from AGENCY for this project. Kirsten Ingersol, Program Planner, will act as liaison from CLACKAMAS.

VI. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all

applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.

- B. Subject to the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon appropriation of funds. Any provisions herein that would conflict with above-referenced laws are deemed inoperative to that extent.
- E. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- F. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be

a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- G. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's

consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.

- N. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. Survival. All provisions in sections VI (B), (D), (E), and (S), and all other rights and obligations which by their context are intended to survive, shall survive the termination of this Agreement.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. Confidentiality. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

VII. Amendment

This Agreement may be amended at any time with the written concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VIII. Term and Termination

A. Term of Agreement

This agreement becomes effective July 1, 2019 and will terminate June 30, 2020.

B. Termination


1. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
2. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
3. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the Party is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

This agreement consists of eight (8) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit A	Scope of Work, Reporting Requirements, and Performance Measures
Exhibit B	Budget
Exhibit C	Insurance Requirements

Signature on Next Page

GLADSTONE SCHOOL DISTRICT


Samantha Nelson

Date

17789 Webster Rd.

Street Address

Gladstone, OR 97027

City / State / Zip

503-655-2777 / nelsons@gladstone.k12.or.us

Phone

/ E-mail

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing, and Human Services

Date

Exhibit A
Scope of Work, Reporting Requirements, and Performance Measures

<p>Scope of Work:</p> <p>Will increase availability of healthy foods along with nutrition education, and awareness of health care systems. Will deepen our customer base of households with infants, children, adolescents, elders, and extended families.</p> <p>Will work to connect food pantry shoppers with wraparound health supports and care-coordination entities and increase the distribution of healthy local foods and nutrition skills for local households. The Gladstone Pantry will become a hub for family stability and a culture of health throughout the McLoughlin corridor</p>		
<p>Reporting Requirements:</p> <p>A. Required to report out and share progress at meetings either by written report, verbal report or presentation.</p> <p>B. Receipts and expenditure reports shall be submitted with request for reimbursement.</p> <p>C. A written final report is due July 31, 2020 to include budget.</p>		
<p>Performance Measures:</p> <p>1) Evaluation: Please describe the anticipated outcomes of this project and how the outcomes (results) will be collected and analyzed.</p>		
Outcome	Data Source	Data Point
<i>Example: Conduct trainings with youth.</i>	<i>Example: Attendance records.</i>	<i>Example: Number of trainings conducted.</i>
Increase numbers of households and individuals provided healthy foods.	Oregon Food Bank database; Link 2 Feed	10% increase per year
Increase distribution of fresh produce.	Weekly OFB delivery inventory & produce hubs	10% increase over year 1 baseline
Increase numbers of Pantry shopping households referred to other human services	Oregon Food Bank database; Link 2 Feed	10% increase over year 1 baseline
Increase number of healthy food preparation demonstrations during Pantry shopping shifts.	Customer survey during Pantry shopping shifts with food prep education demonstrations; participation, increase in knowledge, value added.	Number of food demos per calendar quarter.
Increase number of Pantry shopping households aware of local health care, insurance, and system navigation resources	Semi annual pantry customer survey	10% increase over year 1 baseline
Increase number of shopping households provided information on human services, health care, chronic disease prevention, nutrition, meal planning, and preparation.	Semi annual pantry customer survey	10% increase over year 1 baseline

2) Provide Projected Work Plan / Timeline / Milestones				
Note: Only complete what is necessary to accurately detail your project work plan / timeline / milestones. *School based projects may negotiate an alternate timeline that coincides with the academic calendar.				
Task / Activity	Start Date	Completion Date	People Involved	Milestone / Result
1) Supplemental foods and nutrition advice for 60+ local households each week; inventory, ordering, merchandizing, scheduling, coordination.	July 2019	Weekly	Pantry Coordinator VanPelt and 60+ community volunteers.	60+ weekly household visits, most with children from local communities, occasional shoppers each month Food supply chains through OFB, Bob's Mill, Dave's Bread, community & school food drives, corporate donations, gardeners.
2) Develop community steering committee of volunteers, customers and advocates	July 2019	Monthly meetings	School district program administrator Bjornsen 12+ community advocates and pantry customers.	Advocacy, Resource development, Equity and trauma informed supports Diverse membership Continuous improvement and connections for Gladstone food pantry to health equity zone needs, conditions, and expectations.
3) Pantry volunteer recruitment, roles and values, orientation, task training, and value-add supports of volunteerism.	July 2019	Regularly scheduled volunteer development events Constant documentation of volunteer screening, orientation and training.	Coordinator VanPelt and lead volunteers. OFB to assist and counsel. Coordination with school district volunteer history check process, documentation.	Improved volunteer skills and abilities with assisting shoppers, nutrition education, basic information and referral, routines/relationships of trauma informed organization.
4) Sustainable resource development; Donations & grants for operations and specialty supplies. Other resource development for program upgrades, routine	July 2019	Monthly task group meeting, activities, and documentation	GSD Bjornsen Community Steering Committee OFB connections and resources	Multi-year resource needs assessment, resource options, documentation. Donation spreadsheet Fiscal dashboard

operation, agency consulting and supporting shoppers, infrastructure and durable equipment				Grant application writing
5) Develop the information & referral logistics, process, system awareness materials. Plus translated documents.	July 2019	September '19	Coordinator VanPelt Gladstone School District [GSD] liaison Bjornsen	Proficient ways and suitable methods for pantry volunteers to share information about health and human service systems.
6) Develop the visiting agency process, calendar, mutual, objectives, logistics, supplies, data, advising shoppers.	August '19	Periodic agency visits with pantry shopping shifts Continuous improvement	Coordinator VanPelt GSD Bjornsen Volunteer leaders Partner agencies	Consistent calendar for service agencies to visit with Pantry shoppers, volunteers to share information about nutrition, chronic diseases, and health systems.
7) Design and implement evaluation calendar, logistics, process, tools, data gathering, analysis, reporting and continuous improvement cycle	July 2019	Monthly implementation stages	FP Coordinator VanPelt Mary Z – NWFS Volunteer leaders	Data and analysis systems to generate output and outcomes data indicators for reporting, investor & supplier supports, and continuous systems improvement.
8) Develop information and reporting upgrades such as wit OFB, suppliers, volunteers, grantors, and other stakeholders.	August '19	Continuous Improvement throughout FY 2019-20	Coordinator Van Pelt Volunteer leaders Community Steering Committee GSD Bjornsen	Update notices, communications plan including community newsletters and social media.
9) Consumer, customer, client needs and satisfaction surveys, feedback loops and suggestions.	August '19	Quarterly inquiry	Coordinator VanPelt	Quarterly feedback presented to Steering Committee.
10) Professional implementation and continuous improvement of Gladstone Food Pantry – nutrition education, information & referral, health & human service awareness, trauma informed environment, routines and relationships.	July 2019	Continuous Improvement throughout FY 2019-20	NW Family Services Gladstone School District Oregon Food Bank Community advocates and investors Community Steering Committee	Clackamas County Health Blueprint goals, aspirations and vision.

**EXHIBIT B
 Blueprint Grant Budget**

Budget		
Projected expenses (cannot be less than \$10,000 or exceed \$100,000) If asking for multi-year funding, please, break down expenses by County fiscal year of July 1-June 30. Multi-year awards are not guaranteed and contingent upon the availability of funding. (FY July 2018/June 2019, FY July 2019/June 2020, FY July 2020/June 2021)		
Item (Materials, Staffing, Evaluation)	Explanation	Cost
Pantry Coordinator	Part time employee of NW Family Services to coordinate pantry functions; volunteers, schedules, inventory, food drives & donations quality assurance, meal demos, visiting agencies, OFB reporting and communications.	\$18,000
Services and supplies	Pantry program support supplies and services; Nutrition education, meal demonstration supplies, visiting agencies cost subsidies, volunteer training, cleaning & maintenance.	\$2,000
In-kind and other resources:	OFB weekly food and produce delivery. Weekly and monthly food business donations. Garden & gleanings, civic –school – church food drives. Over 3000#/wk	
	65+ volunteers including high school students. Averaging four hours per month pp; shopping helpers, information & referral, food supply chains transporting, unloading and merchandizing, cleaning.	
	Gladstone School District facility and utilities. \$10,000/yr	
	Community grants for operations, equipment, supplies \$10,000/yr	
	Community Steering Committee volunteer members [12]	
	Oregon Food Bank materials and supplies account. Computer, Quality assurance, equity development, needs analysis, data base & analysis, volunteer supports.	
	Foundation & Government donations / grants for Pantry Coordinator, volunteer training, and advertising. \$10,000/yr	
	Partner agencies; information & referral, expedited access, pantry visits, navigators, advocacy.	
	TOTAL (cannot exceed \$100,000)	\$20,000.00

EXHIBIT C INSURANCE

During the term of this contract, AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Additional Insured Provisions

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating

Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

11. Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050, mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

April 25 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement
For the Purchase of Property in Sandy, Oregon

Purpose/ Outcome	Approval of a Purchase and Sales Agreement for the purchase of property located at 39831 Highway 26, Sandy, Oregon to be used as a Primary Care and Behavioral Health Clinic.
Dollar Amount and Fiscal Impact	\$795,000 from Clackamas County Health Clinics Division fund balance. No County General Funds are included in this Agreement
Funding Source	Local Fund balance
Duration	N/A
Previous Board Action/ Review	Two Executive Sessions have been held to discuss this property: March 26, 2019 and April 9, 2019
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
Counsel Review	The PSA has been reviewed by County Counsel.
Contact Person	Debra Cockrell – Health Clinics
Contract No.	

BACKGROUND: The Health Clinics Division of the Health, Housing and Human Services Department (H3S) requests the approval of a Purchase and Sales Agreement for the purchase of a 6,700 square foot, vacant building located at 39831 Highway 26, Sandy, Oregon. The building will to be used as a Primary Care and Behavioral Health Clinic.

The property is located on about .25 acres with an asking price of \$795,000. Rehabilitation is estimated at \$1,072,000. The total cost of \$1,867,000 will be funded by the Health Clinics from their available fund balance. No County General Funds will be used.

The Sandy Behavioral Health Clinic is currently operating out of rental space located at 38872 Proctor Blvd., Sandy, Oregon. The facility is overcapacity, has limited patient parking, is not ADA accessible, and does not have a fire suppression system. The existing facility is 2-storys and approximately 6,300 square feet in size. Half of the bottom floor is used by the Women, Infants and Children program. With no ADA access to the 2nd floor only about 1/3 of the space is used. The clinic is operating on a year-to-year lease. As the building ages, additional maintenance issues arise.

While this space can continue to work for the short term, a long term solution is needed. The Sandy Primary Care Clinic operates from 3:00 pm-8:00 pm at the Sandy High School located at 37400 Bells St., Sandy, Oregon. The space and hours of operation are limited due to school schedules. Physician retention and recruitment have been very challenging due to the hours of operation. The clinic currently staffs with temporary physicians, which is very expensive and doesn't provide continuity of care for patients. There are no dental services at either clinic site.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

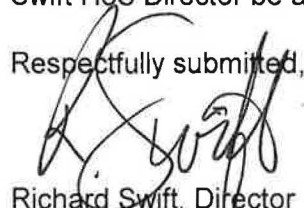
www.clackamas.us

H3S proposes to relocate the clinics to the property located at 39831 Hwy 26, Sandy, Oregon. The new facility will allow an expansion of medical exam rooms, the addition of dental operatories, and offer an integrated care model with behavioral health, primary care, and dental co-located.

It also will allow the County to apply for Federal Health Resources and Services Administration (HRSA) operating funds in an amount up to \$650,000 per year.

RECOMMENDATION: We recommend the approval of the Purchases and Sales Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing Human Services

EXHIBIT B

LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____, 20____ (the "Sales Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Sales Agreement. Except as expressly modified by this addendum and any other addendum to the Sales Agreement executed by Buyer and Seller, the Sales Agreement is unmodified. This addendum and the Sales Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):

Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

X Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____

Selling Firm _____ Seller _____ Date _____

Before Buyer is obligated to purchase this property under any sale agreement, Buyer's and Seller's signatures are required on the form below.

BUYER'S ACKNOWLEDGMENT

- .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.
- .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."
- .3 Buyer has (check one below):

Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Sales Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin _____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Sales Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Sales Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

CERTIFICATION OF ACCURACY

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Buyer Agent _____ Date _____ Seller Agent _____ Date _____

Buying Firm _____ Seller Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Alan Fleischman of Windermere/Sandy Real Estate firm (the "Selling Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Brad Christiansen and Mike Holzgang of Colliers International firm (the "Buying Firm") is the agent of (check one): Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) Clackamas County Health (sign) _____ Date: _____

Seller: (print) P & R Bldg LLC (sign) _____ Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

1 This Purchase and Sale Agreement and Receipt for Earnest Money (this "Agreement") supersedes any prior communication
2 or offers by Buyer and Seller, is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on
3 the signature page attached hereto (the "Execution Date");

4
5 BETWEEN: P & R Bldg LLC ("Seller")
6 Address: 43464 SE Phelps Road, Sandy, OR 97055
7 Office Phone:
8 E-Mail:
9

10
11 AND: Clackamas County, a political subdivision of the State of Oregon("Buyer")
12
13

14 Upon mutual execution of this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of
15 which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon located at 39831
16 Highway 26 in the City of Sandy, County of Clackamas, Oregon legally described on Exhibit A, attached hereto (the "Real Estate"); (b) all of
17 Seller's right, title and interest, if any, in and to any and all improvements, fixtures, appurtenances, easements, and any lease(s) by which the
18 Real Estate is demised (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real
19 Estate and owned by Seller (the "Personal Property"). If there are any Leases to assign, see Section 20.1, below. If there is any Personal
20 Property to be conveyed, see Section 20.2, below.
21

22 1. Purchase Price; 1031 Exchange.

23
24 1.1 Purchase Price. The purchase price for the Property shall be Seven hundred Ninety-five Thousand dollars
25 (\$795,000.00) (the "Purchase Price") payable as follows: Cash at Closing.
26

27 1.1.1 Earnest Money Deposit. Within three (3) days of the Execution Date, Buyer shall deliver into Escrow
28 (as defined herein), for the account of Buyer, \$25,000.00 as earnest money (the "Earnest Money") in the form of a Check. If the Earnest Money
29 is being held by the Buying Firm, the firm holding such Earnest Money shall deposit the Earnest Money no later than 5:00 PM Pacific Time
30 three (3) days after execution of the Agreement by Buyer and Seller in Escrow. The purchase and sale of the Property shall be accomplished
31 through an escrow (the "Escrow") that Buyer and Seller will establish with Fidelity Title Company (the "Title Company") within 2 days after the
32 Execution Date, and the Earnest Money shall be deposited with Title Company. The Earnest Money shall be applied to the payment of the
33 Purchase Price at Closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The Earnest
34 Money shall be returned to Buyer if, through no fault of Buyer, any condition to Buyer's obligation to purchase the Property shall fail to be
35 satisfied or waived. If Buyer fails to timely make the Earnest Money deposit, Seller shall have no further obligations under this Agreement.
36

37 1.1.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price, Seven Hundred
38 Seventy Thousand dollars (\$770,000) in cash at Closing.
39

40 1.2 Section 1031 Like-Kind Exchange. Seller and Buyer each acknowledge that in connection with Buyer's
41 acquisition of the Property from Seller, either party (as applicable, the "Exchanging Party") may elect to exchange the Property (or any portion
42 thereof) in a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (a "1031 Exchange"). The non-
43 exchanging party with respect to a particular 1031 Exchange is referred to herein as the "Non-Exchanging Party." Buyer and Seller each hereby
44 agrees to reasonably cooperate with the other in closing out each such 1031 Exchange; provided, however, that such cooperation shall be at
45 the Exchanging Party's sole expense and shall not delay the Closing for the Property. Accordingly, the Exchanging Party may assign the
46 Exchanging Party's rights under this Agreement with respect to the Property (or a portion thereof) to a person or entity for the purpose of
47 consummating a 1031 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable
48 portion thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the
49 Exchanging Party shall not release the Exchanging Party from the performance of the covenants to be performed by the Exchanging Party
50 under this Agreement. The Non-Exchanging Party shall not suffer any costs, expenses or liabilities for assisting the Exchanging Party and shall
51 not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the cooperating party
52 harmless from any liability, damages and costs incurred as a result of cooperating in accomplishing the 1031 Exchange.
53
54

1 2. Conditions to Purchase.

2
3 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

4
5 I. Within forty-five 45 calendar days of the Execution Date, Buyer's approval, as determined in its sole
6 discretion, of the results of (collectively, the "General Conditions"): (a) the Property inspection
7 described in Section 3 below; (b) the document review described in Section 4 below; (c)
8 environmental inspections to include a phase I inspection on the property; (d) acceptance by Buyer
9 of the proposed construction costs to renovate the premises for Buyer's use; and (e) parking stalls
10 secured to meet the City of Sandy's requirements for occupancy.

11
12 Upon the General Conditions being satisfied by the Buyer, Buyer shall give written waiver and
13 instruct Escrow to release an initial \$12,500 earnest money to the Seller.

14
15 II. Buyer shall be given up to an additional forty-five (45) days to complete its due diligence (for a total
16 of 90 days) subject to the conditions referenced not being satisfied.

17
18 Upon the General Conditions being satisfied by the Buyer, Buyer shall give written waiver and
19 instruct Escrow to release the remaining \$12,500 earnest money to the Seller.

20
21 III. Buyer's acceptance of the Title Report and Exceptions, as set forth in Section 5, below.

22
23 IV. Final written approval by the Clackamas County Board of Commissioners (the "Board") to proceed
24 with closing of the sale, as determined by the Board in its sole administrative discretion.

25
26 V. Appropriation by the Board of sufficient funds, as determined by Buyer in its sole administrative
27 discretion, to permit Buyer to proceed with closing of the sale.

28
29 If, for any reason in Buyer's sole discretion, Buyer has not given written waiver of the conditions set forth in Section 2.1, or stated in writing that
30 such conditions have been satisfied, by notice given to Seller within the time periods for such conditions set forth above, this Agreement shall
31 be deemed automatically terminated, the Earnest Money, and accrued interest, shall be promptly returned to Buyer, and thereafter, except as
32 specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder. However, if Buyer gives written
33 waiver of its satisfaction of the conditions set forth in Section 2.1, then the earnest money shall become non-refundable as stated.

34
35 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at
36 reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if
37 any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical
38 and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning,
39 and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the
40 Property including the economic feasibility of such purchase. Notwithstanding the foregoing, any and all invasive tests requested by Buyer shall
41 require Seller's prior written consent which may be withheld or granted in Seller's sole discretion.

42
43 3.1 Should the sale contemplated by this Agreement not close, the restoration of the Property to the current 'as-is'
44 condition must be promptly completed by the Buyer at its sole cost and expense. Buyer shall indemnify, hold harmless, and defend Seller from
45 all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection
46 of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement.

47
48 4. Seller's Documents. Within 5 days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and
49 complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the
50 ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's
51 possession or control: any/all leases, engineering/environmental studies, governmental notices or other specific information pertaining to the
52 Property.

53
54 5. Title Insurance. Within 5 days after the Execution Date, Seller shall deliver to Buyer a preliminary title report from the Title
55 Company (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all
56 documents shown therein as exceptions to title ("Exceptions"). Buyer shall have 7 days after receipt of a copy of the Preliminary Report and
57 Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property.
58 Within 5 days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to
59 remove the objected-to Exceptions. Within 5 days after the date of such notice from Seller (the "Title Contingency Date"), Buyer shall elect
60 whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this

1 Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this
2 Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees,
3 or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those
4 Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

5
6 6. Default; Remedies. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer
7 and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money
8 paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue
9 any remedies available at law or in equity, including without limitation, the remedy of specific performance. In no event shall Buyer be entitled
10 to punitive or consequential damages, if any, resulting from Seller's failure to close the sale of the Property.

11
12 7. Closing of Sale.

13
14 7.1 Buyer and Seller agree the sale of the Property shall be closed thirty (30) days after the conditions set forth in
15 Sections 2.1, 3, 4 and 5 have been satisfied or waived by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed
16 "Closed" when the document(s) conveying title to the Property is/are recorded and the Purchase Price (increased or decreased, as the case
17 may be, by the net amount of credits and debits to Seller's account at Closing made by the holder of the Escrow pursuant to the terms of this
18 Agreement) is disbursed to Seller.

19
20 7.2 At Closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close
21 the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification in a form provided by the Title
22 Company confirming that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations
23 promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA
24 regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to the Internal
25 Revenue Service.

26
27 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed
28 (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the
29 "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and
30 the standard preprinted exceptions contained in the Title Policy. Seller shall cooperate in all reasonable respects with the delivery to Buyer of
31 an ALTA extended form policy of title insurance and any endorsements required by Buyer, but Buyer shall pay the difference in the premium to
32 upgrade the Title Policy from standard coverage to extended coverage.

33
34 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA
35 extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller
36 and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Title Company, any excise tax, and any transfer tax. Real property
37 taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from
38 existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date.
39 Prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall be assigned and delivered to Buyer at
40 Closing. Seller shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special
41 assessment or program.

42
43 9. Possession. Seller shall deliver exclusive possession of the Property to Buyer.

44
45 ~~10. Lease Back Agreement. During the Contingency Period, Seller and Buyer shall negotiate in good faith towards a commercially~~
46 ~~reasonable lease on terms and conditions mutually acceptable to both parties (the "Lease") in which Seller will lease back from the Buyer the~~
47 ~~Property. The Lease will be a gross lease for a period of three (3) months (including an extension right for up to an additional three (3) months~~
48 ~~for a total of six (6) months. The Lease will commence immediately upon the close of escrow. The Base Rent will be \$12/sf gross for the~~
49 ~~portion of space occupied by the Seller.~~

50
51 11. Title and Condition of Property. Seller represents and warrants it the sole owner of the Property and has authority to convey fee
52 simple title to the Property by statutory warranty deed. Seller represents that Seller has received no written notices of violation of any laws,
53 codes, rules, or regulations applicable to the Property ("Laws"). Seller represents there are no suits, actions, arbitrations, judgments, legal,
54 administrative or other proceedings, claims, liens, or inquiries pending or threatened against the Property, or any portion thereof, which could
55 affect Seller's right or title to the Property, or any portion thereof, affect the value of the Property, or any portion thereof, or subject an owner of
56 the Property, or any portion thereof, to liability. Seller represents no work on the Property has been done or will be done, or materials provided,
57 giving rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property or any portion thereof. Seller
58 represents that it has not entered into, and will not enter into, any other contracts for the sale of the Property, nor do there exist nor will there be
59 any rights of first refusal, options to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights
60 or agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion thereof. Seller represents

1 that, to the best of Seller's knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the
2 Property except that the roof may require repair. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until
3 Closing, and Buyer shall bear such risk at and after Closing. BUYER AND SELLER AGREE THAT THE REAL ESTATE AGENTS NAMED IN
4 THIS AGREEMENT HAVE MADE NO REPRESENTATIONS TO ANY PARTY REGARDING THE CONDITION OF THE PROPERTY, THE
5 OPERATIONS ON OR INCOME FROM THE PROPERTY, THE TENANCIES, OR WHETHER THE PROPERTY OR THE USE THEREOF
6 COMPLIES WITH LAWS. Except for Seller's representations set forth in this Section 10, Buyer shall acquire the Property "AS IS" with all faults
7 including any deficiencies with the roof membrane, mechanical systems and/or building structure and Buyer shall rely on the results of its own
8 inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's
9 representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and
10 warranties stated in this Agreement shall survive Closing for one (1) year.
11

12 If Seller discovers any information or facts that would materially change the foregoing warranties and representations or the transactions
13 contemplated by this Agreement, Seller shall immediately give written notice to Buyer of those facts and information. If any of the foregoing
14 warranties and representations cease to be true before the close of escrow, Seller shall be obligated to use its best efforts to remedy the
15 problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, Buyer may elect to either: (a)
16 terminate this Agreement in which case Buyer shall have no obligation to purchase the Property and all escrow payments shall be refunded to
17 Buyer, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first.
18 If the problem is not remedied within that timeframe, Buyer may elect to terminate this Agreement and receive a refund of the Earnest Money
19 Deposit and accrued interest. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability
20 suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this
21 Agreement or by law or equity.
22

23 12. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to operate the Property as it has
24 in the past and carry insurance in the same manner as before the making of this Agreement, as if Seller were retaining the Property. After
25 Buyer has satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable, Seller
26 may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any
27 new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing Leases or
28 occupancy agreements pertaining to the Property, if applicable; or (c) any service contracts effecting the Property that are not terminable at the
29 Closing.
30

31 13. Assignment. Buyer may assign its interest under this Agreement only if the assignee is an entity owned and controlled by Buyer
32 and Buyer and its assignee shall both be obligated to perform on the terms as stated herein.
33

34 14. No Prevailing Party Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to
35 enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
36

37 15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
38 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY
39 NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
40 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD
41 INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,
42 OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS
43 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
44 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY
45 ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY
46 THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF
47 ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9
48 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

49 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-
50 RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR
51 ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE
52 PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
53 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED
54 WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT
55 PAID THE PERSONS OR BUSINESS IN FULL.
56

57 17. Brokerage Agreement. Seller agrees to pay a commission to the firms of Windermere/Sandy Real Estate and Colliers
58 International ("Broker"), all due at closing. Unless otherwise provided in a separate written agreement, Seller shall cause the holder of the
59 Escrow to deliver to Broker the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first.

1
2 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and
3 signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered or delivered by facsimile or electronic mail
4 transmission (in either case, with confirmation of delivery); or (b) on the day following delivery of the notice by reputable overnight courier; or (c)
5 three (3) days after mailing by certified or registered U.S. mail, postage prepaid, return receipt requested, by the applicable party, to the address
6 of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in
7 which event such notice will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a
8 notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended
9 to the next following business day.

10
11 19. Miscellaneous. Time is of the essence of this Agreement. The facsimile and/or electronic mail transmission of any signed
12 document including this Agreement, in accordance with Section 17, shall be the same as delivery of an original. At the request of either party,
13 the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a
14 duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of
15 which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties
16 with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect
17 thereto. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of
18 the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this
19 Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this
20 Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. Neither this
21 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree.

22
23 20. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10,
24 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are
25 deemed inoperative to that extent

26
27 21. Risk of Loss, Condemnation. Seller shall bear the risk of all loss or damage to the Property from all causes, until the Property is Closed
28 pursuant to Section 7. If, before the Property is Closed pursuant to Section 7, all or part of the Property is damaged by fire or by any other
29 cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Seller shall give
30 Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following
31 receipt by Buyer of written notice from Seller of such casualty or condemnation and the Earnest Money Deposit, with accrued interest, will be
32 returned to Buyer.

33
34
35 22. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws
36 of the State of Oregon. Any claim, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and
37 conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such
38 claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District
39 Court for the District of Oregon. In no event shall this section be construed as a waiver by Buyer of any form of defense or immunity, whether
40 sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,
41 from any claim or from the jurisdiction of any court. All parties, by execution of this contract, hereby consents to the in personam jurisdiction of
42 the courts referenced in this section.

43
44
45 23. Personal Property.

46 23.1 Personal Property. No Personal Property .

47
48 24. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO
49 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT
50 D.

51
52 25. Addendums, Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within
53 this Agreement:

- 54 Exhibit A – Legal Description of Property
55 Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
56 ~~Exhibit C – Bill of Sale (if applicable)~~
57 Exhibit D – Lead Paint Disclosure Addendum (if applicable)

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[Remainder of page intentionally left blank.]

1 26. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM
2 Pacific Time on _____ then the Earnest Money shall be promptly returned to Buyer and thereafter, neither party shall have any
3 further right or obligation hereunder.
4

5 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND
6 APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF
7 REALTORS® OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL
8 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.
9

10 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR
11 ADDENDA.
12

13 Buyer _____
14 By _____
15 Title _____
16 Date _____
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18
19 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.
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21 Seller _____
22 By _____
23 Title _____
24 Date _____
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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's approval thereof, which approval shall be evidenced conclusively by such party's initialing thereof. The Critical Date List shall have no force or effect unless and until each of Buyer and Seller initial where indicated below, provided, however, the failure of either or both parties to complete and/or approve the Critical Date List shall in no way be deemed to terminate or otherwise affect the validity of the Agreement. If either or both of the parties hereto fail to initial the Critical Date List, the text of this Agreement shall govern all issues of timing.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.1.1):	
• Seller shall open Escrow with the Title Company (Section 1.1.1):	
• Seller shall deliver Seller's documents to Buyer (Section 4):	
• Seller shall deliver Preliminary Report to Buyer (Section 5):	
• Buyer's title objection notice due to Seller (Section 5):	
• Seller's title response due to Buyer (Section 5):	
• Title Contingency Date (Section 5):	
• Expiration date for satisfaction of General Conditions (Section 2.1):	
• Expiration date for satisfaction of Financing Condition (Section 2.1):	
• Closing Date (Section 7.1):	

11
12

Initials of Buyer: _____
Initials of Buyer: _____

Initials of Seller: _____
Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

To be added by Escrow Agent

A complete legal description to be attached prior to closing.

EXHIBIT A-1



EXHIBIT B

LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____, 20____ (the "Sales Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Sales Agreement. Except as expressly modified by this addendum and any other addendum to the Sales Agreement executed by Buyer and Seller, the Sales Agreement is unmodified. This addendum and the Sales Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):

Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

X Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____

Selling Firm _____ Seller _____ Date _____

Before Buyer is obligated to purchase this property under any sale agreement, Buyer's and Seller's signatures are required on the form below.

BUYER'S ACKNOWLEDGMENT

- .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.
- .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."
- .3 Buyer has (check one below):

Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Sales Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin ____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Sales Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Sales Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

CERTIFICATION OF ACCURACY

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Buyer Agent _____ Date _____ Seller Agent _____ Date _____

Buying Firm _____ Seller Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE