

December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2020

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2020.
Dollar Amount and Fiscal Impact	\$24,975.66 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	October 1, 2019 - December 31, 2019
Previous Board Action	First quarter collection loss was approved by the Housing Authority Board of Commissioners on September 19, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
	3.
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2020 (October 1, 2019–December 31, 2019). The uncollectible amounts are detailed on the attached worksheets.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2020 is \$24,975.66. Of the total, \$10,495.31 was for uncollected rents and \$14,480.35 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

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

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

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LRPH

Collection Loss for the period of

10/1/2019

to


12/31/2019

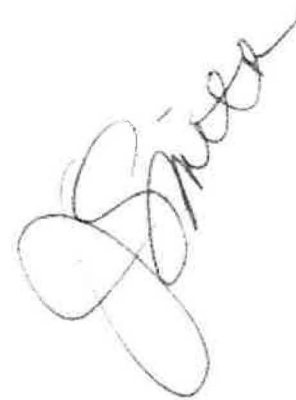
Second Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
			(18.08)	425.62	\$ 407.54
			(46.87)	1,375.59	\$ 1,328.72
			19.80	4,425.52	\$ 4,445.32
			245.92	339.22	\$ 585.14
			1,394.76	576.00	\$ 1,970.76
			8,899.78	6,768.92	\$ 15,668.70
				569.48	\$ 569.48
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			10,495.31	14,480.35	24,975.66


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Jill Smith



December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2019-2020

Purpose/Outcomes	Approval of the Delegation of Budget Authority for Fiscal Year 2019-2020, as amended
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	December 19, 2019 – June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

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

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

RECOMMENDATION:

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2019-2020 and have Chair Bernard sign the form as the elected official.

Respectfully submitted,

 Ryan A. Cook, HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services



Department Name: Housing Authority of Clackamas County Entity: HA Date: 12/19/2019

Primary Signer Acknowledgement

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

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

Signature and Initials:

Authorized Signers Acknowledgement

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

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith, Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jill Smith</i>	JS
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jason Kirkpatrick</i>	JK
Stephen McMurtrey, Director of Housing Development	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Stephen McMurtrey</i>	SM
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Toni Karter</i>	TK
Rich Malloy, Asset Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Rich Malloy</i>	RM
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Elizabeth Miller</i>	EM
Housing Developers: Devin Ellin, Angel Sully	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Devin Ellin</i> <i>Angel Sully</i>	DE AS
Property Managers: Allison Coe, Craig Beals, Sonja Souder	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Allison Coe</i> <i>Craig Beals</i> <i>Sonja Souder</i>	AC CB SS
Capital Fund Coordinator Josh Teigen	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Josh Teigen</i>	JT
Human Services Supervisor Debbie Greene	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Debbie Greene</i>	DG
Human Services Coordinator II Jemila Hart	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jemila Hart</i>	JH
				<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		

December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for Community Development Block Grant (CDBG) funds to rehabilitation of Jansen Road Apartments

Purpose/Outcomes	Requesting approval to apply for Community Development Block Grant (CDBG) funds to rehabilitation of Jansen Road Apartments
Dollar Amount and Fiscal Impact	Requesting \$398,970
Funding Source(s)	Community Development Block Grant (CDBG) funds
Duration	Successful applicants will receive funding award notices early in 2020 with construction to begin following the award
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
County Counsel	N/A
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department owns and operates Jannsen Road Apartments (JRA). JRA is a 9 unit apartment complex built in 1978, currently operating as permanent supportive housing for homeless families. It is owned and managed by HACC, with supportive services provided by Social Services Division (SSD).

The Housing Authority is planning to complete a moderate rehabilitation of the property including replacement of cabinets, countertops, doors, casing woodwork, plumbing fixtures, carpet tile and subflooring, data wiring, asbestos abatement and upgrades to the electrical panels. The estimated cost of the project is approximately \$398,970, which is \$40,300.00 per unit. The property has historically generated rents at less than half of the market. Therefore, funds for improvements are not available to deposit into a reserve account. CDBG funds are an eligible funding source to finance the rehabilitation project.

RECOMMENDATION:

Staff recommends the HACC Board approval to apply for Community Development Block Grant. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the award.

Respectfully submitted,

 HACC Deputy / CSR

Richard Swift, Director
Health, Housing and Human Services

December 19, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract between the Housing Authority and Housing Development Center (HDC)
Contract for Owner's Representative Services at Hillside Manor Rehab Project

Purpose/Outcomes	Approval of a Contract between the Housing Authority and Housing Development Center (HDC) Contract for Owner's Representative Services at Hillside Manor Rehab Project
Dollar Amount and Fiscal Impact	Not to exceed \$500,000 over three years
Funding Source(s)	Developer Fee earned from project rehabilitation
Duration	June 30, 2019 – July 1, 2022
Previous Board Action	Study Session on December 17, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	November 27, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9579

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval to execute a contract with Housing Development Center (HCD) for owner's representative services at the Hillside Manor Rehab project.

The Housing Authority of Clackamas County has the oldest Public Housing in the State of Oregon. A Capital need assessment at Hillside Manor showed annual capital need of \$437,813 while HUD funding is generally 20% of that. Public Housing is not authorized to secure any debt on the property so over time this property will fall into disrepair. HACC intends to take advantage of the financing tools the U.S. Department of Housing and Urban Development (HUD) is providing through the RAD/Section 18 blend program. This program enables HACC to transition out of the Public Housing program, conduct an extensive rehabilitation of the property, and place Project Based vouchers at each of the 100 units. This strategy will ensure deep affordability is retained as we continue to serve the current population.

Preservation of the Hillside Manor Apartments is a critical component of HACC's strategy to reposition our public housing units during a time of HUD's continued disinvestment in public housing. By capitalizing on beneficial financing, HACC is able to perform an exhaustive rehab of Hillside Manor while retaining ownership of the property and maintaining essential rental subsidy so that we can continue to serve the property's existing population for generations to come.

Due to the complexity of this project and staff capacity, HACC wishes to enter into a contract for owners' representation services provided by the Housing Development center (HDC). HDC was

the successful awardee of a competitive Request for Proposals (RFP) process in May of 2019. The RFP was advertised in the Daily Journal of Commerce (DJC) and on HACC's website. Submissions were scored by a selection committee based on established evaluation criteria that gave points to each respondent based on experience and expertise. The Housing Development Center (HDC) met all the criteria.

Hillside Manor is currently in pre-construction with an anticipated construction closing date in April 2020. HACC recognizes the complexity of the Hillside Manor renovation and the need to complete the work on time and within budget. Therefore, HACC is seeking owner's representative services to ensure a successful outcome for the project. HDC will act as an agent for HACC beginning with the design phase through to the completion of construction. They are an extension of HACC, working as an integral member of the project team with a focus on acting in HACC's best interests. Their role is steeped in best-practices for affordable housing development where complex projects are provided additional capacity and security through a highly skilled owner's representative. HDC's duties will include but are not limited to:

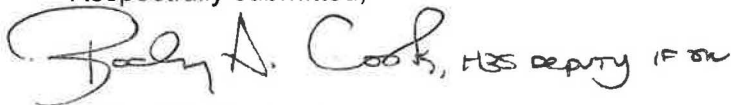
- Review of tax credit financial modeling
- Document submission and coordination with all funding partners including HUD, OHCS, US Bank, Banner Bank, etc.
- Project management from preconstruction to project completion
- Relocation assistance
- Compliance and tax credit certification assistance
- Other duties as required.

Upon approval, HDC will represent the interest of HACC throughout all phases of the Hillside Manor rehabilitation project and will serve as the central point of direction, management and coordination, and are responsible for issue identification, evaluation and resolution throughout the duration of the project. HDC will perform these services for a 'not-to-exceed' amount of \$500,000.00 for a duration of time not to exceed three years or to a point where the project has successfully achieved all necessary benchmarks and regulatory criteria to receive its full award of Low Income Housing Tax Credits (LIHTC). The scope of work and fee are based on an April 2020 financial closing date and a 14-month construction period. Construction services will be provided by Walsh Construction.

RECOMMENDATION:

Staff recommends the Board approve the Professional Services Contract between HACC and Housing Development Center for the provision of owner's representative services for the rehabilitation of the Hillside Manor. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the award.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Richard Swift, Director
Health, Housing and Human Services

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CLACKAMAS COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is entered into between Housing Development Center (HDC) ("Contractor"), and the Housing Authority of Clackamas County (referred to herein as "HACC"), a public corporation organized under ORS Chapter 456.

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on July 1, 2022.
2. Scope of Work. Contractor will provide the following owner's representative personal services further described in Exhibit A ("Work").
3. Consideration. The HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Five Hundred Thousand dollars (\$500,000), for accomplishing the Work required by this Contract.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed.
5. Travel and Other Expense. Authorized: Yes [] No [X]
6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and HACC's Request for Proposals and Contractor's response to the same, attached hereto as Exhibit B.

7. Contractor and HACC Contacts.

Table with 2 columns: Contractor contact info (Administrator: Joni M. Hartmann, Phone: 503-335-3668, Email: joni@hdc-nw.org) and Housing Authority of Clackamas County contact info (Administrator: Jill C. Smith, Phone: 503-742-5336, Email: jsmith6@clackamas.us)

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access upon reasonable notice to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts; provided, however, that HACC and its duly authorized representatives shall not request access more than two (2) times per calendar year. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the HACC in its sole administrative discretion. The HACC shall immediately notify Contractor in the event that appropriations have not been granted.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such 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 Court for the District of Oregon. In no event shall this section be construed as a waiver by the

HACC 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Subject to Article II Section 10, Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, Contractor's conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees (except where caused by or arising out of the negligence or willful misconduct of HACC or any of its officers, elected officials, agents or employees). Subject to Article II Section 10 the Contractor agrees to indemnify, hold harmless and defend the HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses arising out of or based upon damage or injuries to persons or property caused by the intentional misconduct or negligence of the Contractor or the Contractor's employees or agents (except where caused by or arising out of the negligence or willful misconduct to the HACC or any of its officers, elected officials, agents or employees). In the event HACC's acts contributed to such claims, then Contractor's indemnification obligations shall be based on the level of fault assigned to Contractor. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of HACC or any department of HACC, nor purport to act as legal representative of HACC or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC, nor shall Contractor settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.

Subject to Article II Section 10, the HACC agrees to indemnify, hold harmless and defend the Contractor, and its members, agents and employees harmless from and against all claims and actions, and all expenses arising out of or based upon damage or injuries to persons or property caused by the intentional misconduct or negligence of the HACC of the HACC's employees or agents (except where caused by or arising out of the negligence or willful misconduct of the Contractor or any of its members, agents or employees). In the event Contractor's acts contributed to such claims, then the HACC's indemnification obligations shall be based on the level of fault assigned to the HACC.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the Clackamas County, Procurement and Contract Services, 20151 Kaen Road, Oregon City, OR 97045, and Housing Authority of Clackamas County, 13930 Gain Street, Oregon City, OR 97045, as additional insureds on said policies. Proof of

insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045 or asully@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input type="checkbox"/>
<input type="checkbox"/>

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the HACC. This policy(s) shall be primary insurance as respects to the HACC. Any insurance or self-insurance maintained by the HACC shall be excess and shall not contribute to it.

10. LIMITATION OF LIABILITIES. This Contract 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. The total out-of-pocket amount that Contractor shall owe under this Contract will not exceed the maximum limits of Contractor's insurance policies actually available under the Contractor's insurance policies. Notwithstanding the foregoing, the total out-of-pocket amount that Contractor shall owe for any claims for bodily injury or property damage shall be limited to the amount of Contractor's insurance proceeds actually available under the Contractor's insurance policies or the amount of consideration actually paid to Contractor, whichever is greater. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section **Error! Reference source not found.** If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045, or asully@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. Intentionally deleted.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in

accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties specifically provided in this Contract.

14. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 6, 10, , 11, 13, 14, 15, and 20, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
15. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the HACC, which shall be granted or denied in the HACC's reasonable discretion and not to be unreasonably withheld, conditioned, or delayed. In addition to any provisions the HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 6, 8, 10, 13, 15, and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
17. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** This Contract may be terminated by mutual agreement of the parties or by the HACC or the Contractor for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor or HACC; (ii) at any time the HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by the HACC. Upon receipt of written notice of termination from the HACC, Contractor shall immediately stop performance of the Work. If Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice specifying the nature of the failure, breach, or default, and providing an opportunity to cure; provided, however that if such breach or default cannot reasonably be cured within thirty (30) days, Contractor shall not be deemed in default if it commences such cure

or remedy within said thirty (30) day period and diligently prosecutes such cure or remedy to completion . If HACC fails repeatedly to perform its obligations under this Contract in a timely or satisfactory fashion and thereby materially interferes with the Work, then Contractor may terminate this Contract after thirty (30) days written notice to HACC. Upon termination of this Contract, Contractor shall deliver to HACC all documents, information, works in progress and other property that are or would be deliverable had the Work been completed. Upon HACC's reasonable request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work. Notwithstanding the foregoing, in no event shall the Contractor be required to deliver to the HACC or to anyone the HACC designates its financing formula.

- 20. REMEDIES.** If terminated by the HACC due to a breach by the Contractor, then, subject to the limitation of liability in Article II Section 10, the HACC shall have any remedy available to it in law or equity. If this Contract is terminated by the Contractor due to a breach by HACC, then, subject to the limitation of liability in Article II, Section 10, Contractor shall have any remedy available to it in law or equity, including, without limitation payment for the goods and services delivered and accepted by the HACC.
- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Intentionally deleted.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside the HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor and HACC 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 Contract.
- 25. WAIVER.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by the other party of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. CONFIDENTIALITY. Intentionally deleted...

28. KEY PERSONS. Intentionally Deleted.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

30. COUNTERPARTS. This Contract may be signed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute the same instrument. The parties may sign and deliver this Contract by facsimile or emailed portable document format (PDF) and a reproduction of the Contract made by facsimile or PDF will have the same effect as a signed and delivered original version

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Housing Development Center

Housing Authority of Clackamas County

Authorized Signature

Date

Authorized Signature

Date

Joni-Marie Hartmann, Executive Director
Oregon Business Registry # 93-1116265
An Oregon nonprofit Corporation

Approved as to Form:

**EXHIBIT A
PROFESSIONAL SERVICES CONTRACT
SCOPE OF WORK**

1. INITIAL INFORMATION

1.1 Property Location (Site).

2889 SE Hillside St.
Milwaukie, OR 97222
Clackamas County

1.2 Site Description. Hillside Manor is an existing 9-story, 78,500 sq. ft., 100-unit residential tower, originally constructed in 1970. The building is a concrete frame with lightweight cast-in-place concrete floor. The property surrounding the tower includes about 60 parking spaces, storage and utility space, community gardens and patios, walking paths and landscaped area. The site slopes towards the tower providing two levels of access; the main public entrance is on the second floor and the back, utility entrance is on the ground floor. The tower is part of a larger development that also includes small 1 and 2 bedroom, single-family/duplexes referred to as Hillside Park. This contract focuses on the renovation of Hillside Manor only (the "Project").

1.3 Anticipated Program. The existing building has been evaluated by the A&E Team (led by Scott Edwards Architecture). The proposed renovation work includes:

- Voluntary seismic upgrade
- Replacement of plumbing system and fixtures
- Upgrading outlets to GFCI and installation of LED fixtures
- Replacing and repairing select elements of the HVAC system
- Unit upgrades to flooring, cabinetry and fixtures
- Reconfiguration of common spaces and replacement of flooring, cabinetry and fixtures
- Select replacement of exterior elements
- Modernization of elevators

1.4 Estimated Project Budget.

Residential: \$31.4 Million
Total: \$31.4 Million

1.5 Anticipated / Secured Funding Sources.

- 4% Low Income Housing Tax Credits
- Tax Exempt Bonds
- Commercial Permanent Loan
- Oregon Affordable Housing Tax Credits
- Lottery-Backed Bonds
- Housing Authority Capital Funds
- Project-Based Vouchers

1.6 Selected Team Members.

Architect: Scott Edwards Architecture
General Contractor: Walsh Construction

December 19, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Requesting Approval to execute a Lease Agreement between the
 Housing Authority of Clackamas County and Clackamas Children's Commission

Purpose/Outcomes	Requesting approval to execute a Lease Agreement between Housing Authority and Clackamas Children's Commission
Dollar Amount and Fiscal Impact	Year One \$12,600/year; Year Two \$12,960; Year Three \$13,440/year Total revenue over three years \$39,000
Funding Source	Head Start will pay rent to Housing Authority
Duration	January 1, 2019 – December 31, 2021
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
County Counsel	December 9, 2019
Contract No.	Contract No. 9580

BACKGROUND:

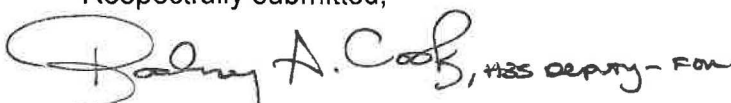
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a lease agreement with Clackamas Children's Commission doing business as Head Start.

Head Start program leases a facility located on Oregon City View Manor, a Housing Authority Public Housing property. This has been a long term business relationship between the Housing Authority and Head Start. Head Start has invested in this facility to meet Head Start and Child Care program requirements and continues to maintain the facility in very good condition. The program not only benefits children living in public housing but also serves other low income children in the neighborhood.

RECOMMENDATION:

Staff recommends the HACC Board approve the execution of the Lease Agreement. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign the Lease on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

**LEASE AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY and
CLACKAMAS CHILDREN'S COMMISSION ("HEAD START")**

Date: _____

Between: Housing Authority of Clackamas County ("Lessor")

And: Clackamas County Children's Commission ("Lessee")

As to Property: Oregon City View Manor Head Start Building, 280 S Longview Way,
Oregon City, Oregon (the "See Attachment A for Legal Description")

NOW, THEREFORE, Lessor leases to Lessee, and Lessee leases from Lessor, the Property identified above on the terms and conditions stated below:

Section 1. – Occupancy

1.1 – Original Term. The term of this Lease shall commence January 1, 2019 and continue through December 31, 2021, unless sooner terminated as hereinafter provided.

1.2 – Possession. At the time of this Lease Lessee, by virtue of its existing tenancy, is already in possession of the Property.

1.3 – Renewal Option. If the Lease is not in default when the option is exercised or when the renewal term is to commence, Lessee shall have the option to renew this Lease for three, twelve (12) month terms, as follows:

1.3.1. The first day of the renewal term shall commence on the day following expiration of the preceding term.

1.3.2. The terms and conditions of the Lease for the renewal term shall be identical with the original term except for rent, term, and renewal option.

1.3.3. The option to renew may be exercised by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term. Giving such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.

1.3.4. Rent during the renewal period shall be the greater of (a) the rental rate during the preceding term or (b) a reasonable fair market rental rate for the Property as established by Lessor.

1.3.5 Any renewal is contingent upon the express written consent of Lessor to the renewal.

Section 2. – Rent

2.1 – Base Rent. During the first term of this Lease, Lessee shall pay to Lessor as Base Rent the sum of One Thousand Fifty and 00/100 dollars (1,050.00) per month. For the optional second term of this Lease, Lessee shall pay to Lessor as Base Rent the sum or \$1,080.00 per month. For the optional third term of this Lease, Lessee shall pay to Lessor Base Rent in the sum of \$1,120.00. Rent shall be payable on the first day of each month and may be mailed to Lessor at the following address [13930 S. Gain Street, Oregon City, OR 97045], hand-delivered to Lessor at the

aforementioned address, or paid via direct deposit or a comparable electronic transfer to a bank account as may be approved by Lessor, in writing.

2.2 – Payment of Base Rent. The Base Rent payment shall be deposited in an interest bearing reserve account established and maintained by Lessor, to be used solely for the for the purposes of maintenance or repair of the following items: exterior walls, roof, gutters, downspouts, and foundation of the leased building; the sidewalks, driveways, or walkways on the Property; the heating, ventilation, and cooling systems in the leased building; and the electrical and plumbing systems including the drain line connecting the Property to the sewer system. On a case by case basis, as determined by the Lessor in its sole administrative discretion, reserve account funds may be used to pay for other Property-related expenses.

Lessee shall obtain the written consent from Lessor to expend funds held in the reserve account. Such consent shall not be unreasonably withheld. Lessee shall maintain all records indicating balances, deposits, and withdrawals from the reserve account throughout the duration of this lease and any renewal term(s).

Nothing herein shall be construed as altering, waiving, prohibiting, or otherwise limiting Lessor's right, in its sole administrative discretion, to perform such maintenance, repair, or other work with respect to the Property as Lessor determines to be necessary.

On a quarterly basis, Lessor shall provide to Lessee an updated statement showing the current balance of the reserve account as well as all deposits therein and withdrawals therefrom. In addition, Lessor shall, upon reasonable notice from Lessee, allow Lessee to inspect records and statements relating to the reserve account so that Lessee can verify compliance with the terms of this lease.

Any amounts and accrued interest remaining in the reserve account shall, upon the termination or expiration of this Lease, including any renewal term(s), be paid to Lessor.

Section 3. Condition of the Property

3.1 – "As-Is." Lessee accepts the Property in its "as is" condition without any warranty or representation by Lessor as to the condition, fitness for any particular purpose, or habitability. Lessee acknowledges that Lessor has no obligation to make any change or improvement to the Property or to pay any cost, expend any funds or suffer any liability to make any change or improvement. All work done by Lessee within, on, under or adjacent to the Property will be performed in a good and workman-like manner in compliance with applicable law. It is Lessee's sole and exclusive responsibility to perform all work necessary or required by any governmental entity to permit Lessee to occupy the Property. Lessee agrees to indemnify, defend and hold Lessor harmless against any loss, liability, claim or damage resulting from work on the Property.

3.2 – Improvements Constructed by Lessee. Any improvements to the Property performed by Lessee shall proceed only after satisfaction of the following:

3.2.1 Lessor's written approval regarding each of the following: (a) Lessee's chosen contractor; (b) public liability, property damage, or other insurance carried by Lessee and its contractor of the type and in the amounts determined by Lessor, in its sole administrative discretion, to be necessary; and (c) schematic plans and specifications for such work. Lessee shall prepare the detailed construction plans and specifications at Lessee's expense. All such work shall be done in strict conformity with such final plans and specifications subject to field change orders prepared and approved by Lessor.

3.2.2 All work shall be done in conformity with a valid building permit obtained by Lessee if required; a copy of which shall be furnished to Lessor before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable government regulations at Lessee's sole expense.

Notwithstanding any failure by Lessor to object to any such work, Lessor shall have no responsibility for Lessee's failure to meet all applicable regulations.

3.2.3 Lessee or Lessee's contractor shall arrange for necessary utility service and shall pay such reasonable charges for such service.

3.2.4 Lessee shall promptly reimburse Lessor upon demand for any extra expense incurred by the Lessor by reason of faulty work done by Lessee or its contractors.

3.2.5 Any improvements constructed by Lessee shall become the property of Lessor unless otherwise agreed to by the parties in writing.

Section 4. – Use and Condition of the Property

4.1 – Permitted Use. The Property shall be used for the operation of a child care center, substantially in the same manner as currently operated by Lessee as of the effective date of this Lease, and for no other purpose without the consent of Lessor. If law or governmental regulation prohibits this use, this Lease shall terminate by operation of law.

4.2 – Restrictions on Use. In connection with the use of the Property, Lessee shall:

4.2.1 Comply with all applicable laws and regulations regarding Lessee's use of the Property,

4.2.2 Refrain from any activity negatively impacting Lessor's ability to insure the Property or would increase Lessor's existing insurance rate.

4.2.3 Refrain from any use that would be reasonably offensive to other Lessees or owners or users of neighboring properties or that would tend to create a nuisance or damage the reputation of the property.

4.3 – Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Property. Lessee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 4.1. Lessee may store such Hazardous Substances on the Property only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and

toxicity of Hazardous Substances used, handled, or stored on the Property. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Property. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 5. – Repairs and Maintenance

5.1 – Lessor’s Obligations. Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Property. Lessor may, in its sole administrative discretion, make or perform such repairs, maintenance, replacements, alterations, or improvements on the Property as it determines are necessary.

5.2 – Lessee’s Obligations. Lessee, at its expense, shall keep the Property in first-class repair, operating condition, working order, and appearance.

5.3 – Lessor’s Interference with Lessee. If Lessor elects to perform any repairs, replacements, alterations, or other work performed on or around the Property, Lessor shall not cause unreasonable interference with use of the Property by Lessee. Lessee shall have no right to an abatement of rent or any claim against Lessor for any inconvenience or disturbance resulting from Lessor’s activities performed in conformance with the requirement of this provision.

5.4 – Reimbursement for Repairs Assumed. If Lessee fails or refuses to make repairs that are required by this Section 5, Lessor may make the repairs and charge the actual costs of repairs to Lessee. Lessee shall reimburse such expenditures by Lessor on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, Lessor may not perform repairs that are the obligation of the Lessee and charge the Lessee for the resulting expense unless at least ten (10) days before work is commenced, the Lessee is given notice in writing outlining with reasonable particularity the repairs required, and Lessee fails within that time to initiate such repairs in good faith and pursue the repairs to completion with all due diligence.

5.5 – Inspection of Property. Lessor shall have the right to inspect the Property at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Lessee to make repairs shall not mature until a reasonable time after Lessor has given Lessee written notice of the repairs that are required.

Section 6. – Alterations

6.1 – Alterations Prohibited. Lessee shall make no improvements or alterations on the Property of any kind without first obtaining Lessor’s written consent, using the form attached hereto as Exhibit B. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

Alterations include, but are not limited to, the installation of computer and telecommunications wiring, cables, and conduit.

6.2 – Ownership and Removal of Alterations. All improvements and alterations performed on the Property by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable Lessor's consent or work sheet specifically provides otherwise. Lessee shall at Lessor's option, remove improvements and alterations installed by Lessee and restore the Property to a commercially reasonable state unless the applicable Lessor's consent or work sheet specifically provides otherwise.

6.4 – Waiver. Lessor may condition its consent to installation of "a work of visual art" in the Property, as defined in the Visual Artists Rights Act of 1990 (VARA) at 17 USC §101, on Lessee's delivery to Lessor of a written waiver of moral rights under the VARA executed by the artist and to be executed by Lessor acknowledging that the work may be subject to destruction on removal

Section 7. – Taxes and Utilities

7.1 – Property Taxes. Lessee may be eligible to apply for a property tax exemption. It is the responsibility of the lessee to apply for such property tax exemption to Clackamas County Department of Assessment and Taxation. Unless otherwise exempted under applicable law, Lessee shall be responsible to pay all real property taxes and special assessments levied against the Property.

7.2 – Special Assessments. If an assessment for a public improvement is made against the Property, Lessor may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 8.1.

7.3 – New Charges or Fees. If a new charge or fee relating to the ownership or use of the Property or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Lessee shall pay such charge or fee.

7.4 – Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Property,

Section 8. – Damage and Destruction

8.1 – Lessee shall be responsible for property insurance. The type of Property Insurance to be procured (or self insured) shall be equivalent to "the Special Causes of Loss Form" (formerly know as "All Risk") with full replacement cost valuation for: the structure(s), contents and business personal property owned by the Lessee and the Lessor at the leased location. The Lessor (Housing Authority of Clackamas County) and Clackamas County shall be named as Loss Payee and Additional Insured for this location. An updated Certificate of Insurance Coverage under the coverages noted above must be submitted to the lessor on an annual basis.

8.2 – Rent Abatement. Rent shall not be abated during the repair of any damage to the extent the Property is uninhabitable.

Section 9. – Eminent Domain

9.1 – Partial Taking. If a portion of the Property is condemned and Section 10.2 does not apply, the Lease shall continue on the following terms:

9.1.1 Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

9.1.2 Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Property as are necessary to restore the remaining Property to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

9.1.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the Property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Property as an economic unit on account of the partial taking.

9.1.4 If a portion of Lessor's property not included in the Property is taken, and severance damages are awarded on account of the Property, or an award is made for detriment to the Property as a result of activity by a public body not involving a physical taking of any portion of the Property, this shall be regarded as a partial condemnation to which Sections 9.1.1 and 9.1.3 apply, and the rent shall be reduced to the extent of reduction in rental value of the Property as though a portion had been physically taken.

9.2 – Total Taking. If a condemning authority takes all of the Property or a portion sufficient to render the remaining Property reasonably unsuitable for the use that Lessee was then making of the Property, the Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Lessor under Section 9.2. Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

9.3 – Sale in Lieu of Condemnation. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 10. – Liability and Indemnity

10.1 – Liens. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens.

10.1.1 If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy that Lessor may have on account of Lessee's default.

10.1.2 Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit

with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 – Indemnification. Lessee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, its performance under this Lease, or from any act, omission, or neglect of Lessee, its commissioners, agents, employees, or subcontractors. To the maximum extent permitted under applicable law, Lessee agrees to indemnify, defend, and hold Lessor harmless against any and all claims arising from the negligent acts or omissions of the Lessee, its commissioners, agents, employees, subcontractors, and anyone over which Lessee exercises control, as well as those arising from the Lessee's failure to comply with any covenant of this lease of it part to be performed.

However, neither Lessee nor any attorney engaged by Lessee shall defend the claim in the name of Lessor, nor purport to act as legal representative of Lessor, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Lessor, nor shall Lessee settle any claim on behalf of Lessor without the approval of the Clackamas County Counsel's Office. Lessor may, at its election and expense, assume its own defense and settlement.

10.3 – Insurance. Lessee shall maintain for the duration of the Lease insurance against claims for injuries to persons and damages to property which may arise from or in connection with the Lessee's operations and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

10.3.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

10.3.1.1. Insurance Services Office Commercial General Liability coverage (*This coverage shall include insurance for allegations of sexual molestation and corporal punishment*).

10.3.1.2. Insurance Services Office Additional Insured.

10.3.1.3. Workers Compensations Insurance as required by state law and Employers Liability Insurance (*for lessees with employees*)

10.3.1.4. Professional Errors and Omissions Liability Insurance against all risks of loss for professional services and activities conducted on premises.

10.3.1.5. Property Insurance against all risks of loss to any tenant improvements, betterments, and Lessee-owned business personal property.

10.3.2 Minimum Limits of Insurance. Lessee shall maintain limits no less than

10.3.2.1 General Liability: \$1,000,000 per occurrence for bodily Injury, Personal Injury and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

10.3.2.2. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

10.3.2.3. Professional Errors and Omissions Liability: not less than \$1,000,000

per occurrence.

10.3.2.4. Property Insurance: full replacement cost with no co-insurance provisions.

Note: These limits can be attained by individual policies or by combining primary and umbrella policies.

10.3.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.3.4. Other Insurance Provisions. The General Liability policies are to contain, or be endorsed to contain the following provisions:

10.3.4.1. The Lessor, its officers, officials, employees, and volunteers, and Clackamas County are to be covered as additional insured with respect to Lessee's occupancy and use of the Property, including liability resulting from personal property of Lessee brought onto the Property; or arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the Lessee.

10.3.4.2. The Lessee's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance.

10.3.4.3. Each insurance policy required by these specifications shall be endorsed to state the coverages and mailed to the Lessor. The Lessor shall immediately be notified by mail should the coverages be cancelled or materially changed.

10.3.4.4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the contract by the lessee.

10.3.4.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Lessee shall provide written verification of their insurers rating.

10.3.4.6 Verification of Coverage. Lessee shall furnish the Lessor with the original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsement should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Lessor in sufficient time before the lease commences to permit Lessee to remedy any deficiencies. The Lessor reserves the right to require complete, certified copies of all insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Section 11. – Quiet Enjoyment; Mortgage Priority

11.1 – Lessor's Warranty. Lessor warrants that it is the owner of the Property and has the right to lease it to Lessee.

11.2 – Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 12. – Assignment and Subletting. No part of the Property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. If Lessee is a corporation, limited liability company, or partnership, this provision shall apply to any transfer of a majority voting interest in stock, membership or partnership interest of Lessee. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor may withhold or condition such consent in its sole and arbitrary discretion.

Section 13. – Default. The following shall be events of default:

13.1 – Default in Rent. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.

13.2 – Default in Other Covenants. Lessee fails to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after the date of written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Lessee begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 – Insolvency. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the Lease.

13.4 – Abandonment. Failure of Lessee for ten (10) days or more to occupy the Property for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

Section 14. – Remedies on Default

14.1 –Termination other than for Default. Lessor may terminate this Agreement in the event the Lessor fails to receive expenditure authority sufficient to allow the Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited or the Lessor is prohibited from performing under this Lease from the planned funding source. In such an event, Lessee shall vacate the Property within sixty (60) days of termination under this Subsection 14.1.

14.2 Termination for Default. In the event of a default the Lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 – Reletting. Following reentry or abandonment, Lessor may relet the Property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Lessor shall not be required to relet for any use or purpose other than that specified in the Lease or which Lessor may reasonably consider injurious to the Property, or to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 – Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

14.3.1 The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent.

14.3.2 The reasonable costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Section 15.5, or any other expense occasioned by Lessee's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.3.3 Any excess of the value of the rent and all of Lessee's other obligations under this Lease over the reasonable expected return from the Property for the period commencing on the earlier of the date of trial or the date the Property are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the average prime loan rate of three largest Oregon banks based on total deposits in effect on the date of trial.

14.4 – Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 – Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after ten (10) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

14.6 – Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Section 15. – Surrender at Expiration

15.1 – Condition of Property. On expiration of the lease term or earlier termination, Lessee shall surrender the Property in first-class condition. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Property are leased shall be excepted but repairs for which Lessee is responsible shall be completed to the latest practical date before such surrender. Lessee's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 – Fixtures. All fixtures placed on the Property during the term shall remain the property of Lessee. Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures. If Lessee fails to do so, this failure shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

15.3 – Holdover

15.3.1 If Lessee does not vacate the Property at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to \$1,000 per month, or to eject Lessee from the Property and recover damages caused by wrongful holdover. Failure of Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Property by another Lessee or with occupancy by Lessor for any purpose including preparation for a new Lessee.

15.3.2 If a month-to-month tenancy results from a holdover by Lessee under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days before the

termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. – Miscellaneous

16.1 – Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Lessor's remedies for failure to perform such other obligations.

16.2 – No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses

16.3 – Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail return receipt requested addressed to the address set out below or to such other address as may be specified from time to time by either of the parties in writing.

Lessor: Jill Smith, Executive Director
Housing Authority of Clackamas County
PO Box 1510; Oregon City, Oregon 97045-1510

Lessee: Darcee K. Kilsdonk, Director
16518 SE River Road
Milwaukie, Oregon 97267

16.4 – Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 – Recordation. This Lease shall be recorded without the written consent of Lessee.

16.6 – Entry for Inspection. Lessor shall have the right to enter on the Property at any time to determine Lessee's compliance with this Lease; to make necessary repairs to the building or to the Property; to show the Property to any prospective Lessee or purchaser; to conduct surveys, inspections, tests and analysis and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain on the Property notices for leasing or selling of the Property.

16.7 – Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum from the due date until paid. In addition, if Lessee fails to make any rent or other payment required by this Lease to be paid to Lessor within five (5) days after it is due, Lessor may elect to impose a late charge of five cents per dollar (\$0.05/\$1.00) of the overdue payment to reimburse Lessor for the costs of collecting the overdue payment. Lessee shall pay the late charge on demand by Lessor. Lessor may levy and collect a late charge in

addition to all other remedies available for Lessee's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.8 – Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

16.9 – Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this Lease.

16.10 Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Lease, Lessor is specifically not obligating itself, Clackamas County, or any other agency with respect to any discretionary action relating to the Lease or the Property including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

16.11 Relationship. Nothing contained in this Lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Lessee and Lessor.

16.12 Integration. Except as otherwise set forth herein, this Lease constitutes the entire agreement between the parties on the subject matter of this Lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

16.13 Survival. All provisions in Sections 3, 4, 5, 6, 7, 10, 14, 15 and 16 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

16.14 Further Assurances. The parties to this Lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.

16.15 Force Majeure. Notwithstanding any other provision herein, no party will be liable for breach or default of this Lease due to delay in performing its obligations under this Lease to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

16.16 Applicable Law and Venue. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof. Any claim between Lessor and Lessee that arises from or relates to this Lease 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 Lessor 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. Lessee, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

16.17 Mediation Option. The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Lease, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).

16.18 Changes in Writing. This Lease and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16.19 Counterparts. This Lease may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

16.20 Invalidity of Provisions. In the event any provision of this Lease is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

16.21 Neutral Construction. This Lease has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.

16.22 Captions. The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Lease.

16.23 Remedies. In the event of a breach of this agreement, the parties shall have all remedies available at law or equity.

16.24 Debt Limitation. This Lease 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.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Lease and to bind the party for whom such person signs to the terms and provisions of this Lease.

LESSEE
CLACKAMAS CHILDREN'S COMMISSION

LESSOR
HOUSING AUTHORITY OF CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Darcee K. Kilsdonk
Director

Date

Richard Swift, Director
Health, Housing and Human Services Department

Date

OREGON NOTARY ACKNOWLEDGMENT

State of _____

County of _____

This record was acknowledged before me on (date) _____

by (name of individual(s)) _____

Signature of Notarial Officer

Title of Office

My Commission expires: _____

Exhibit A
IDENTIFICATION OF THE PROPERTY

Address: 280 S. Longview Way, Oregon City, Oregon; part of tax lot 800 as shown on tax map 2 2 E 28 BA; tax address 14601 Holcomb Blvd. Oregon City, Oregon; Consisting of building and fenced in outdoor space.

SEE ATTACHED LEGAL DESCRIPTION

For complete legal description, see Deed: Book 594 Page 846

68-WARRANTY DEED

STEVENS-NESS LAW PUB. CO., PORTLAND

1961



KNOW ALL MEN BY THESE PRESENTS, That Mildred G. Sanetel, a single person

grantor in consideration of Ten and no/100 Dollars

to her paid by Housing Authority of the County of Clackamas, Oregon, a public corporation,

grantee do.S.S. hereby grant, bargain, sell and convey unto the said grantee its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Clackamas and State of Oregon, bounded and described as follows, to-wit:

A tract of land in the George Abernethy D.L.C. No. 58, in Section 28, T. 2 S., R. 2 E., W.M., Clackamas County, Oregon, being more particularly described as follows:

Beginning at an iron pipe set at the intersection of the center-line of the Oregon City to Holcomb Road, County Rd. #354 with the dividing line between the easterly and westerly halves of the George Abernethy D.L.C. No. 58; thence N. 08° 40' 40" E. 45.29 feet to a concrete monument and 3/8" copper rod set at the intersection of the east right of way line of Forsythe Road, County Road No. 1424, with the northerly right of way line of the Oregon City to Holcomb Road, County Road #354; thence N. 49° 49' 30" E. 943.05 feet along the northerly right of way line of said Oregon City to Holcomb Road to a concrete monument and 3/8" copper rod and the true point of beginning; thence N. 32° 44' 25" W. 629.77 feet to a concrete monument and 3/8" copper rod; thence N. 68° 03' 25" E. 535.95 feet to a concrete monument and 3/8" copper rod; thence S. 00° 14' 25" W. 623.43 feet to a concrete monument and 3/8" copper rod set in the northerly right of way line of the Oregon City to Holcomb Road, County Road #354; thence S. 49° 49' 30" W. along said northerly right of way line, 192.03 feet to the true point of beginning; said tract of land containing 4.88 acres more or less.

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"WORK SHEET

The following work is to be done on the Property by _____ at the _____'s expense:

The work shall be commenced promptly by _____, 20____.
In all instances where Lessor is not doing the work on the Property, Lessee consents to Lessor's posting of a sign, consistent with ORS 87.030, giving notice that Lessor will not be responsible for construction liens under ORS 87.001 to 87.060 and 87.075 to 87.093.

Lessee shall be required on termination of the Lease to remove the alterations and improvements effected by the above work and to restore the Property to the condition that existed before the work was done.

Lessor: _____

Lessee: _____"