

December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute a Construction contract between the Housing Authority and Grace Point Contracting, LLC for Clackamas Height Skirting project

<b>Purpose/Outcomes</b>	Approval to execute a Construction contract between the HACC and Grace Point Contracting, LLC for skirting project
<b>Dollar Amount and Fiscal Impact</b>	One-time expense not to exceed \$156,200.00
<b>Funding Source(s)</b>	HUD Federal Capital Grant Funds - No County General Funds are involved
<b>Duration</b>	180 days from date of notice to proceed
<b>Previous Board Action</b>	none
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Andrew Naylor, September 23, 2020
<b>Procurement Review</b>	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 742-5336
<b>Contract Number</b>	9972

**BACKGROUND:**

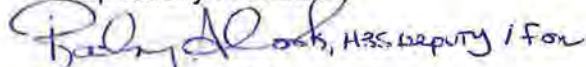
The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute a construction contract between HACC and Grace Point Contracting, LLC for Clackamas Heights skirting project. HACC has budgeted to remove and replace the skirting on all units at Clackamas Heights. The project will bring the skirting condition up to current HUD standards. HACC publicly advertised for bids to repair and bring the foundation skirting back to its original condition with new materials. Bringing the foundation skirting back to original condition in a timely manner will allow HACC to maintain its High Performer status and prevent safety hazards.

Grace Point Contracting, LLC was selected through a competitive Invitation for Bids process. The scope of work includes removal of any rotten skirting materials, install new foundation skirting material, insulate as required and paint/seal.

**RECOMMENDATION:**

Staff recommends the Board approve the contract. Staff also recommends the Board authorize Richard Swift, H3S Director, to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

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**FORM OF CONTRACT**  
**PROJECT #20009**  
**Contract #c022-20**  
H3S Contract #9972

THIS AGREEMENT made this 24 day of November in the year 2020 by and between **GRACE POINT CONTRACTING, LLC. (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **CLACKAMAS HEIGHTS SKIRTING PROJECT**, a prevailing wage project, #20009, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred fifty six thousand two hundred dollars and zero cents. **(\$156,200.00).**

**ARTICLE 3. Contract Dates.** The following critical dates are hereby set for the CLACKAMAS HEIGHTS SKIRTING PROJECT. Time is of the essence.

- A. **START DATE: January 4, 2021**
- B. **SUBSTANTIAL COMPLETION DATE: N/A**
- C. **FINAL COMPLETION DATE: July 2, 2021**

**ARTICLE 4. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 5. Responsibility for Damages/Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 6.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

**ARTICLE 7.** Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**ARTICLE 8.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

**ARTICLE 9.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

**ARTICLE 10.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**ARTICLE 11.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**ARTICLE 12.** The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

**ARTICLE 13.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

**ARTICLE 14.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 15. CONTRACTOR shall:**

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

**ARTICLE 16.** The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

**ARTICLE 17.** For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

**ARTICLE 18. Tax Laws.**

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this

Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**ARTICLE 19** Liquidated damages

The Contractor acknowledges that PHA will sustain damages as a result of the Contractor's failure to substantially complete the work authorized under this Contract and in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the project, and costs associated with Contract administration and use of temporary facilities.

- 10.1 Liquidated Damages shall be as follows if the actual Final Completion exceeds the required date of Final Completion:
  - 10.1.1. \$500.00 per each Calendar day after the set Final Completion date.


**ARTICLE 20. Additional Terms**

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County 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.
- (4) **Debt Limitation.** 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.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **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.
- (7) **No Third Party Beneficiaries.** PHA 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.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **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.
- (10) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

**Grace Point Contracting, LLC.**

(Contractor)

  
Authorized Representative's Signature / Date

**Ulian Julian Erofeeff, Owner**

(Authorized Representative's Name / Title - Print or Type)

**47-2858317**

(Federal I.D. Number)

**375 N 1<sup>st</sup> Street, Woodburn, OR 97071**

(Business Address - Street, City, State, Zip)

**205401**

(State of Oregon CCB License Number)

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Ann Leenstra

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

**HOUSING AUTHORITY OF CLACKAMAS  
COUNTY**

**CERTIFICATION**

I Ulian Julian Erofeeff  
certify that I am the Owner  
at the corporation named as Contractor herein, that Ulian Julian Erofeeff  
who signed this Contract on behalf of the Contractor, was then Owner  
of said corporation; that said Contract was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate powers.

 11/24/20  
(Authorized Representative's Signature / Date)

**Ulian Julian Erofeeff, Owner**

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)



December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Behavioral Health to fund support services to residents impacted by COVID-19

<b>Purpose/Outcomes</b>	Approval to execute an Intergovernmental Agreement between Housing Authority of Clackamas County and Health, Housing and Human Services to fund support services to residents impacted by COVID-19
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$61,300.00 one-time funding
<b>Funding Source</b>	Oregon Health Authority (State funding)
<b>Duration</b>	December 17, 2020 – December 30, 2021
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Grow a vibrant community
<b>Counsel Review</b>	November 23, 2020; Andrew Naylor
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 502-9278
<b>Contract No.</b>	Contract No. 9933

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), requests approval to enter into an Intergovernmental Agreement (IGA) with Behavioral Health Division (BHD), to fund additional support services for HACC residents. Consistent with Oregon Health Authority (OHA) data made available to each county, the COVID-19 pandemic is having a disproportionate impact on communities of color (BIPOC) and vulnerable populations, including older adults (55 and older), in particular in terms of higher rates of COVID-19 illness and mortality. In addition to the physical health impacts, OHA and local counties anticipate and are seeing a surge in mental health and substance use treatment needs caused by the pandemic. This only further deepens the overall health and related economic health disparities for these communities across the state and within Clackamas County. OHA and local counties are also seeing a surge in individuals who may have never previously sought treatment for behavioral health concerns now seeking support for needs such as anxiety, depression and substance misuse.

As such, the Emergency Board approved \$25 million in one-time investments to enhance behavioral health services for individuals impacted by COVID-19, with a focus on communities of color, Oregon's federally recognized tribes and vulnerable populations, with a specific focus area on older adults. The investment will focus on crisis and recovery services, emotional support line capacity, outreach and engagement and access to treatment services.

\$11 million is being dispersed to Community Mental Health Programs (CMHPs) to help respond to COVID-19 specific behavioral health needs through culturally and linguistically appropriate services.

Clackamas County Behavioral Health Division (CCBHD) in their role as the Community Mental Health Program has received funding to serve BIPOC and Older Adults in our community. Through our partnership with BHD, HACC will receive \$61,300.00 to provide the following services:

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- I-pad's for our Resident Advisory Board, which will allow resident to participate in HACC activities as well as provide valuable input on HACC's policies and procedures
- Computers for common space at Hillside Manor, allowing residents access to supports and services due to COVID-19 social distancing restrictions
- Expand and improve garden access for seniors and disabled residents at our Clackamas Heights property, ensuring residents have access to grow their own food and work in the outdoors
- Transportation voucher for seniors transportation needs that are not covered by other resources
- I-pad's for HACC residents to use, utilizing the free Wi-Fi in the community and around our community centers
- Laptops for residents to access telehealth appointments, communication with family, friends and supports.

**RECOMMENDATION:**

Staff recommends the Board approve the Intergovernmental Agreement between Behavioral Health and Housing Authority of Clackamas County. Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,

 Gabriel Alarcon, HHS Deputy / For

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**CLACKAMAS COUNTY,  
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT,  
BEHAVIORAL HEALTH DIVISION**

**AND**

**HOUSING AUTHORITY OF CLACKAMAS COUNTY**

**Agreement #9933**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and **Housing Authority of Clackamas County** ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **December 30, 2020**, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed **sixty-one thousand three hundred dollars (\$61,300.00)** for accomplishing the Work required by this Agreement.
4. **Payment.** Payment is a one-time payment as specified in Section 3.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
  - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
  - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
  - A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
  - B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall

give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance prohibited.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received two (2) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
  - A. Kim Whitely, Older Adult Behavioral Health Specialist, or their designee will act as liaison for the County.

**Contact Information:**

Phone: 503-742-5315

Email: [kwhitely@clackamas.us](mailto:kwhitely@clackamas.us)

Elizabeth Miller or their designee will act as liaison for the Agency.

**Contact Information:**

Phone: 503-655-8279

Email: [EMiller@clackamas.us](mailto:EMiller@clackamas.us)

**10. General Provisions.**

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.

- F. Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.

- N. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement consists of ten (10) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A – Scope of Work
- Exhibit B – CMHP Service Element
- Exhibit C – Compensation
- Exhibit D – CMHP Required Federal Terms and Conditions
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – Additional Federal Terms and Conditions

[Signature page follows]

**SIGNATURE PAGE**

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

**HOUSING AUTHORITY OF CLACKAMAS  
COUNTY BOARD**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Resident Commissioner: Ann Leenstra

Signing on behalf of the Housing Authority Board:

\_\_\_\_\_  
Jill Smith, Executive Director                      Date  
Executive Director

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

\_\_\_\_\_  
Richard Swift, Director                      Date  
Health, Housing and Human Services

Approved as to form:

*Kathleen S. Rostetter*                      11/12/20  
\_\_\_\_\_  
County Counsel                      Date



## EXHIBIT A SCOPE OF WORK

### Background

Consistent with Oregon Health Authority (OHA) data made available to each county, the COVID-19 pandemic is having a disproportionate impact on communities of color (BIPOC) and vulnerable population, including older adults (55 and older), in particular in terms of higher rates of COVID-19 illness and mortality. In addition to the physical health impacts, OHA and local counties anticipate and are seeing a surge in mental health and substance use treatment needs caused by the pandemic. This only further deepens the overall health and related economic health disparities for these communities across the state and within Clackamas County. OHA and local counties are also seeing a surge in individuals who may have never previously sought treatment for behavioral health concerns now seeking support for needs such as anxiety, depression and substance misuse.

As such, the Emergency Board approved \$25 million in one-time investments to enhance behavioral health services for individuals impacted by COVID-19, with a focus on communities of color, Oregon's federally recognized tribes and vulnerable populations, with a specific focus area on older adults. The investment will focus on crisis and recovery services, emotional support line capacity, outreach and engagement and access to treatment services.

\$11 million is being dispersed to Community Mental Health Programs (CMHPs) to help respond to COVID-19 specific behavioral health needs through culturally and linguistically appropriate services.

Clackamas County Behavioral Health Division (CCBHD) in their role as the Community Mental Health Program has received funding to serve BIPOC and Older Adults in our community.

### Statement of Work

Housing Authority of Clackamas County (HACC) shall purchase the following:

1. iPads for the resident advisory board (to improve board members' ability to more actively engage in the work of the board). Board members are all vulnerable residents who do not have access to technology and due to COVID-19, in-person board meeting have not been held. The purchases of these iPads will allow these residents to participate in the role of representing the needs of all tenants and advising HACC: 15 iPads x \$500 = \$7,500
2. Computers for common space at Hillside Manor (for residents/seniors who do not have personal computer access) allowing them to connect to supports and services due to COVID-19 social distancing restrictions: 2 computers x \$2000 = \$4,000
3. Clackamas Heights Garden (replace fencing, rebuild garden beds to include ADA accessible beds, to improve access for seniors and disabled residents and to ensure the garden remains a safe outdoor space for residents to grow their own food and stay active while COVID-19 social distancing restrictions remain in place): 10 garden beds + fencing x \$1,580 = \$15,800
4. Transportation vouchers (for senior residents' current transportation needs that are not covered by other resources): 50 vouchers x \$40 = \$2,000
5. I-pads for HACC residents as a check-out program (to access telehealth appointments, communication with family, friends, support systems, etc.). These computers are in a general common space and will also be available for resident to check-out and use at home or in the community centers: 20 I-pads x \$500 = \$10,000
6. Purchase laptops/computers for HACC residents to be distributed to twenty-two households, to access telehealth appointments, communication with family, friends, support systems, etc.: 22 x \$1,000 = \$22,000

## **Reporting Requirements**

HACC shall submit a final report to CCBHD using the Older Adult CARES funding Report Template. Template to be provided by CCBHD.

Report will be submitted by January 4, 2021 to [BHContractReporting@clackamas.us](mailto:BHContractReporting@clackamas.us) and [MaryRum@clackamas.us](mailto:MaryRum@clackamas.us).

Report shall include the following information:

- Description of service and/or activity
- Total Count of number of individuals served as a result of this service/activity including:
  - Numbers served by ethnicity (to the extent practicable)
  - Numbers served whose primary language is not English
  - Number of seniors served
- Services provided due to referral / connection from contact tracing Yes/No
- Total amount expended
  - ✓ Amount spent on administrative expenses;
  - ✓ Amount spent on budgeted personnel and services diverted to a substantially different use;
  - ✓ Amount spent on medical expenses;

**EXHIBIT B**  
**CMHP SERVICE ELEMENT**

**MHS 20 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS**

**1. Service Description**

**a. Definition**

**DSM 5** means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA) classification and diagnostic tool. The DSM serves as a universal authority for psychiatric diagnosis.

**b. MHS 20 Services are:**

- i.** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- ii.** Community-based services that shall include one or more of the following:
  - 1.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
  - 2.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
  - 3.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
  - 4.** General outpatient services including, but not limited to, care coordination and case management;
  - 5.** Medication and medication monitoring;
  - 6.** Meaningful Individual and family involvement;
  - 7.** Rehabilitation services including Individual, family, and group counseling;
  - 8.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
  - 9.** Other services and supports as needed for Individuals at the sole discretion of OHA.
- iii.** Agency shall provide Services, including but not limited to:
  - 1.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate services;
  - 2.** Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and
  - 3.** Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
    - a.** Brief motivational counseling; and

- b. Supportive services to facilitate participation in ongoing treatment.

## 2. Performance Requirements

Agency shall:

- a. Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider's treatment planning process and in planning for the Individual's transition to outpatient services;
- b. Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- c. Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

## 3. Reporting Requirements

All Individuals receiving MHS 20 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> , and the Who Reports in MOTS Policy.

Agency shall provide timely and relevant information to County as needed to enable County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Agreement.

## 4. Confirmation of Performance and Reporting Requirements

Agency shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" section above and any reporting requirement contained in **Exhibit A**, Scope of Work, of this Agreement, how funds provided for MHS 20 Services were utilized consistent with the terms and limitations herein to meet the performance requirement of this Service Description, and that the Contractor may be subject to the monitoring and review of performance requirements and quality measures by OHA.

**EXHIBIT C  
COMPENSATION**

1. Payment for all Work performed under this Agreement shall not exceed **\$61,300** to be paid in one lump sum upon execution of the Agreement.
  
2. Agency shall submit an invoice following full execution of this Agreement. The invoice shall:
  - a. Reference Agreement #9933
  - b. Total amount requested
  
3. Invoices to be submitted by email or mail to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us)

Clackamas County Behavioral Health Division  
Accounts Payable  
2051 Kaen Road, Suite #154  
Oregon City, OR 97045

When submitting electronically, designate Agency name and Agreement #9933 in the subject line.

**EXHIBIT D**  
**CMHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Agency shall comply with the following federal requirements, when federal funding is being used to fund this Agreement. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Agencies shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** Agency shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 Agency shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agencies shall include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Agencies shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, Agency certifies, to the best of the Agency's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** Agency shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of

specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$750,000 in a fiscal year beginning on or after December 26, 2014, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** Agency shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** Agency shall comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or while providing Services to OHA clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or Agency's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental



performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.

10. **Pro-Children Act.** Agency shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent Agency provides any Service in which costs are paid in whole or in part by Medicaid, Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** Agency shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the

entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

**15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.**

- a. **Order for Admissions:**
  - (i) Pregnant women who inject drugs;
  - (ii) Pregnant substance abusers;
  - (iii) Other Individuals who inject drugs; and
  - (iv) All others.
- b. **Women's or Parent's Services.** If Agency provides A&D 61 and A&D 62 Services, Contractor must:
  - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
  - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
    - (a) Primary medical care, including referral for prenatal care;
    - (b) Pediatric care, including immunizations, for their children;
    - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and childcare;
    - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
    - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.
- c. **Pregnant Women.** If Agency provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Agency must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
  - (2) If Agency has insufficient capacity to provide treatment Services to a pregnant woman, Agency must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
  - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. **Intravenous Drug Abusers.** If Agency provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Agency must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
  - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
  - (3) If Agency receives a request for admission to treatment from an intravenous drug abuse, Agency must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) Fourteen (14) calendar days after the request for admission to Agency is made;
    - (b) One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
    - (c) If Agency has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
- e. **Infectious Diseases.** If Agency provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Agency must:
- (1) Complete a risk assessment for infectious disease including human immunodeficiency virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Agency; and
  - (2) Routinely make tuberculosis services available to each Individual receiving

Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Agency denies an Individual admission on the bases of lack of capacity, refer the Individual to another provider of tuberculosis services.

- (3) For purposes of (ii) above, "tuberculosis services" means:
- (a) Counseling the Individual with respect to tuberculosis;
  - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
  - (c) Appropriate treatment services.

- f. **OHA Referrals.** If Agency provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Agency must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Agency shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.
  - (2) Providing translation of written materials to appropriate language or method of communication.
  - (3) Providing devices that assist in minimizing the impact of the barrier.
  - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** Agency shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Agreement, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If Agency has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Agency must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- k. **Client Authorization.** Agency must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Agency must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. **Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**

**Funding Requirements.** TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 25% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical services may be provided with TANF Block Grant Funds.

17. **Community Mental Health Block Grant (CFDA 93.958).** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Agency shall comply with those restrictions.
18. **Substance Abuse Prevention and Treatment (CFDA 93.959).** To the extent Agency provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Agency shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Agency provides any substance abuse prevention or treatment services, Agency shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR

**Housing Authority of Clackamas County**

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Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Agency.

**EXHIBIT E**  
**CMHP REQUIRED PROVIDER CONTRACT PROVISIONS**

1. **Expenditure of Funds.** Agency may expend the funds paid to Agency under this Agreement solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Agreement):
  - a. Agency may not expend on the delivery of Service any funds paid to Agency under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of these Services.
  - b. If this Agreement requires Agency to deliver more than one service, Agency may not expend funds paid to Agency under this Agreement for a particular service on the delivery of any other service.
  - c. If this Agreement requires Agency to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, Agency may not use the funds paid to Agency under this Agreement for such services to:
    - i. Provide inpatient hospital services;
    - ii. Make cash payment to intended recipients of health services;
    - iii. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - iv. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Agreement or otherwise);
    - v. Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - d. Agency may expend funds paid to Agency under this Agreement only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If Agency expends less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Agency, if subject to this requirement, shall at Agency's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Agency responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Agency may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
2. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Agency that are directly related to this Agreement, the funds paid to Agency hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Agency shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Agency hereunder.
- b. **Retention of Records.** Agency shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds paid to Agency hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or other questions at the end of the six (6) year period, Agency shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Agency shall document the expenditure of all funds paid to Agency under this Agreement. Unless applicable federal law requires Agency to utilize a different accounting system, Agency shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Agency under this Agreement were expended.
- d. **Client Records.** Unless otherwise specified in this Agreement, Agency shall create and maintain a client record for each client who receives services under this Agreement. The client record must contain:
  - i. Client identification;
  - ii. Problem assessment;
  - iii. Treatment, training and/or care plan;
  - iv. Medical information when appropriate; and
  - v. Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Agency shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** Agency shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.945 to 179.507, 45 CRF Part 205, 45 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Agency by County or by the Oregon Health Authority. Agency shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Date Reporting.** All Individuals receiving Services with funds provided under this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/amh/mots/Pages/resource.aspx>, and the "Who Reports in MOTS Policy", as stated follows:



### **Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

### **3. Alternative Formats of Written Materials.** In connection with the delivery of Services, Agency shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the County's or the Oregon Health Authority's request, an and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Agency.
- b. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by the Agency.
- c. Make available to a Client, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Agency.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written material" includes, without limitation, all written materials created or delivered in connection with the services and all Agency contracts related to this Agreement. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge

to the Client or OHA, in the prevalent non-English language. OHA shall be responsible for making it forms and materials available, without charge to the Client or CMHP, in the prevalent non-English language.

4. **Reporting Requirements.** Agency shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Agreement.
  - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests.
5. **Compliance with Law.** Agency shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:
  - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
  - c. all state laws requiring reporting of client abuse; and
  - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Agreement.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Agency shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit D, Required Federal Terms and Conditions**, to the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dates as of July 1, 2019, which is incorporated herein by this reference. For purposes of the Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Agency is a State of Oregon governmental agency, Agency agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Agency shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon and Clackamas County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the Agency, including but not limited to the activities of Agency or its officers, employees, subcontractors or agents under this Agreement.

8. Agency understands that Agency may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Agency shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Agreement.
10. Agencies that are not units of local government as defined in ORS 190.003 shall obtain, at Agency's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as defined in the Agreement.
11. Agencies that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnatee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as not or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency or any of the officers, agents, employees or subcontractors of the contractor (Claims). If is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Agency from and against any and all claims.
12. Agency shall include sections 1 through 11, in substantially the form set forth above, in all permitted Agency contracts under this Agreement.

**13. Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Agency in connection with the Services. With respect to that portion of the intellectual property that the Agency owns, Agency grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and the County's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then Agency shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property created or delivered by Agency in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to Agency to use, copy distribute, display, build upon and improve the intellectual property.

**EXHIBIT F**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

1. The County intends that all or a portion of the consideration paid to Agency will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Agreement is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Agreement may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Agency; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Agreement, Agency hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Agreement involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Agency certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C.

7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Agency and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Agency shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
  
7. Agency shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Agency is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Agency may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Agency is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Agency must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Agency enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  
8. Record Retention. Agency will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Agency agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Agency agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Agency acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. **DHS Seal, Logo, and Flags:** Agency shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance may be used to fund this Agreement only. Agency will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Agency, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts:** Agency acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this Agreement.
13. **Agency will comply with all requirements of 2 CFR 200.321.**
14. **Procurement of Recovered Materials (Reference 2 CFR 200.322):** Agency must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Agencies who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Agency hereby makes the following certification:

**Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

The Contractor, Asian Health & Service Center certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Agency's Authorized Official

\_\_\_\_\_  
Name and Title of Agency's Authorized Official

\_\_\_\_\_  
Date

December 17, 2020

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

Requesting approval to respond to Oregon Housing and Community Services Notice of Funding Availability for a loan of resources to support Publicly Supported Housing

<b>Purpose/Outcomes</b>	Requesting approval to respond to Oregon Housing and Community Services Notice of Funding Availability for a loan of resources to support Publicly Supported Housing
<b>Dollar Amount and Fiscal Impact</b>	\$63,735 total loan amount to be forgiven if rental arrearages are settled
<b>Funding Source</b>	Oregon Housing and Community Services
<b>Duration</b>	Arrearages from March 2020 – December 2020
<b>Previous Board Action</b>	No previous Board Action
<b>Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-502-9278
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to respond to Oregon Housing and Community Services Department (“OHCS”) Notice of Funding Availability (“NOFA”) for the loan of resources to support the operations of Publicly Supported Housing project.

The intent of the NOFA is to ensure the ability for property to continue to operate as well as assisting with the stabilization of households living in OHCS funded Publicly Supported Housing. The primary source of funding under this NOFA comes from the Federal CARES Act allocation to Oregon, but may include additional state resources as necessary.

The objectives for the Portfolio Stabilization resources are two-fold:

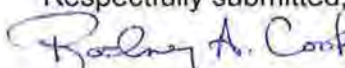
- 1- To stabilize households living in OHCS funded Publicly Supported Housing.
- 2- To ensure the ability for the property to continue to operate (pay to operate the property, pay salaries, and debt service etc.).

This will be accomplished by loaning resources to Easton Ridge Apartments for operational needs, and then allowing the loan to be satisfied in exchange for the settlement of outstanding rental arrearages of the same dollar value.

**RECOMMENDATION:**

Staff recommends the HACC Board’s approval to apply for the NOFA and if approved by OHCS to accept the loan terms. Additionally, staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the Loan.

Respectfully submitted,

  
 Richard Swift, Director



December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Resolution No. 1951 Authorizing Metro Bond Funds Loan Financing, Project-Based Section 8 Vouchers and Related Matters, for the Fuller Road Station Project

<b>Purpose/Outcomes</b>	Approval of Resolution No 1951 Authorizing Metro Bond Funds Loan Financing, Project-Based Section 8 Vouchers and Related Matters, for the Fuller Road Station Project
<b>Dollar Amount</b>	\$10,000,000
<b>Funding Source</b>	Metro Affordable Housing Bond funds
<b>Duration</b>	December 17, 2020 through the closing of the Fuller Station Project
<b>Previous Board Action</b>	7/23/20 – Approval of three project proposals in response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Fund. Authorization to forward the three projects to Metro for concept endorsement
<b>County Counsel</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-502-9278 Devin Ellin, Senior Housing Developer, Housing Authority 971-227-0472
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S) requests approval of Resolution 1951, authorizing the Metro Bond Funds Loan Financing, and related matters, for the Fuller Road Station Project.

On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 “For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance” (the “Regional Housing Measure”).

On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 “For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland,” providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.

Subsequent to the actions listed above, voters in Clackamas, Washington, and Multnomah Counties approved in November of 2018, the creation of a Metro Affordable Housing Bond in the amount of

\$652.8MM for the acquisition and new construction of affordable housing units throughout the Metro Urban Growth Boundaries of each jurisdiction (UGB).

Pursuant to the requirements of the Metro Affordable Housing Bond Framework, adopted by Resolution No. 19-4956 by Metro Council on January 31, 2019, the Local Implementation Strategy (LIS), in its final form, is identified as a necessary step to establish Clackamas County's strategy for implementing bond resources throughout the applicable boundary within our County.

On November 14th, 2019, the Local Implementation Strategy (LIS) and the Intergovernmental Agreement (IGA) between the Housing Authority of Clackamas County (HACC) and Metro for the Metro Affordable Housing Bond were approved and adopted by the Housing Authority of Clackamas County Board. The HACC IGA and LIS were formally approved by Metro Council on November 21st, 2019. Concurrent with final approval of these documents, Metro Housing Bond funds became eligible for release to HACC for the development of bond financed projects within our County's Urban Growth Boundary (UGB).

On January 22nd, 2020, HACC Development staff, in conjunction with our Housing Advisory Board (HAB), released a Notice of Funding Availability (NOFA) availing 35% of Clackamas County's total bond resources, or \$40.67MM, for projects sponsored by non-profit and for-profit developers throughout the eligible Metro boundary. In addition to the bond funds, HACC allocated 125 project-based Section 8 vouchers (PBVs) to support bond-funded projects. The NOFA was structured and delivered using our Local Implementation Strategy and Metro's Affordable Housing Bond Framework as the 'key' metrics for successful project award.

On April 20th, 2020, HACC received applications for five projects, proposing a total of 611 units seeking over \$69MM in bond-resources and a total of 221 PBVs. HACC's preliminary review committee and Housing Advisory Board (HAB) conducted a thorough review of each project and is recommending three of the projects for an award of funds.

On July 23<sup>rd</sup>, 2020, the Housing Authority Board approved HACC's request to conceptually award the three projects Metro Affordable Housing Bond funding and authorization to forward them to Metro for concept endorsement.

On August 6<sup>th</sup>, 2020, Metro provided HACC with Concept Endorsement for the three recommended projects, including \$10,000,000 in Metro Affordable Housing Bond funds and 25 Project Based Section 8 vouchers for the development of Fuller Road Station.

On December 3<sup>rd</sup>, 2020, Metro provided HACC with Final Approval for \$10,000,000 in Metro Affordable Housing Bond funds for the development of Fuller Road Station.

Fuller Road Station (FRS) is located at 9608 SE Fuller Road in unincorporated Clackamas County. It is a new construction, transit-oriented, 100% affordable multifamily housing development serving families and individuals with incomes between 30% and 80% of area median income. FRS will serve 25 families and individuals who are homeless or at risk of homelessness, including foster youth exiting or having exited the foster system.

FRS is sited at the TriMet Max Green Line Fuller Road Station Park & Ride. It is within walking distance to the MAX station and ¼ mile from several major bus lines. It will incorporate secure indoor bike parking and a bike wash station, two community rooms including one small shared kitchen, a community laundry room, community garden beds and a community computer lab. It also includes an open air/nature playground, secure package lockers/stalls for incoming deliveries, trash chutes and mixed recycling stations on each floor. FRS will have an electronic MAX train arrival board in the lobby and TriMet will provide low cost transportation passes for the residents.

FRS will be a 100-unit building with a mix of 1, 2- & 3-bedroom units. The total project site size is 2.08 acres. The building footprint will be 129,060 square feet in size and will consist of 6 floors serviced by 2 elevators.

The development team anticipates commencing construction of Fuller Road Station in first quarter 2021.

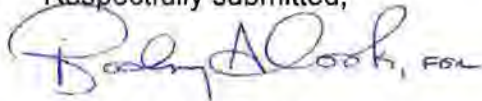
Some **key** components of the Resolution are as follows:

- Provides HACC authorization to:
  - Approve Metro Bond Funds Loan to the Partnership
  - Approve Award of 25 Project Based Vouchers
  
- Provides Delegation of Authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development as an Authorized Representative, to act on behalf of the Authority in its own capacity as the Special Limited Partner, and as the sole member of the General Partner to finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized.

**RECOMMENDATION:**

Staff recommends that the Board approve Resolution No. 1951, authorizing the execution and delivery of documents in connection with funding applications, predevelopment documents and signing authority for the Fuller Road Station project.

Respectfully submitted,

Handwritten signature in blue ink, appearing to read "Richard Swift, FSL".

Richard Swift, Director  
Health, Housing & Human Services

Attachments:

1. Resolutions Authorizing Loan of Metro Bond Funds and Project-Based Vouchers. Resolution No. 1951

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the Metro  
Bond Funds Loan Financing and Related  
Matters, for the Fuller Station Apartments  
Project



Resolution No. 1951  
Page 1 of 3

WHEREAS, the Housing Authority of Clackamas County ("Authority") works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes ("ORS") 456.005 through 456.235; and,

WHEREAS, the Metro Housing Bond sponsored by Metro was approved by voters in the Metro Region in 2018 to provide funding within the Metro Region for Affordable Housing ("**Metro Bond Funds**"); and

WHEREAS, the Authority acting in behalf of Clackamas County, Oregon has been designated as the agency for the County to apply for such Metro Bond Funds and to loan such funds to developers of Affordable Housing; and

WHEREAS, Green Line Affordable Development Limited Partnership (the "**Partnership**") applied to the Authority for a loan of Metro Bond Funds in the amount of Ten Million Dollars (\$10,000,000) (the "**Metro Bonds Funds Loan**") to be used in connection with the development of Fuller Station Apartments, with a property address of 9608 S.E. Fuller Road, Happy Valley, Oregon (the "**Project**"); and

WHEREAS, the Authority has applied to Metro to be allocated Metro Bond Funds in the amount of Ten Million Dollars (\$10,000,000) to be loaned to the Partnership to use in connection with the development of the Project and has received final approval for the award of such Metro Bond Funds; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the approval of the Authority in connection with their consideration and approval of any award of Project Based Section 8 Vouchers; and

WHEREAS, the Authority will apply to HUD for such approval; and

WHEREAS, subject to the approval of HUD, the Authority desires to award 25 Project Based Section 8 Vouchers to the Partnership to be awarded to the Project on its completion; and

WHEREAS, upon receipt of HUD approval, the Authority desires to enter into an Agreement to Enter Into A Housing Assistance Payment Contract (the "**AHAP Contract**") which will provide that upon timely completion of the Project the 25 Section 8 Project Vouchers will be awarded pursuant to the Section 8 Project-Based Voucher Program Housing Assistance Payment Contract (the "**HAP Contract**");

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Approve Metro Bond Funds Loan to the Partnership.

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority the Metro Bond Funds Loan Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the loan of the Metro Bond Funds all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 2. Approve Award of 25 Project Based Vouchers.

BE IT RESOLVED, that, subject to HUD approval, the Authority is authorized to award twenty-five (25) Section 8 Project Based Vouchers to the Partnership (the "***Project Based Vouchers***"); and

BE IT FURTHER RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority the AHAP Contract with the Partnership relating to the Project Based Vouchers listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the award of the Project Based Vouchers all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such documents).

Section 3. Delegation.

BE IT RESOLVED, that the Executive Director of the Authority, the Director of Health, Housing and Human Services, and the Director of Housing Development is each an Authorized Representative, as that term is used in these Resolutions, and each may individually, on behalf of the Authority, and without further action by the Board, finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized herein.

Section 4. General Resolutions Authorizing and Ratifying Other Actions.

BE IT RESOLVED, that any Authorized Representative is authorized to negotiate, execute and deliver on behalf of the Authority such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Representative shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Representative on such document); and

BE IT FURTHER RESOLVED, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority to carry out the transactions contemplated by the foregoing resolutions, the same is hereby ratified and affirmed.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Documents and any other documents and take any actions that are necessary or desirable to complete the Documents, this Resolution and Order.

DATED THIS 17th DAY OF DECEMBER, 2020

BOARD OF COMMISSIONERS FOR THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY

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Chair

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Recording Secretary

December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Resolution No 1952 Authorizing the Execution, Acknowledgement and Delivery of  
Documents for the Webster Road Redevelopment Project

<b>Purpose/Outcomes</b>	Approve Resolution No. 1952 authorizing the execution and delivery of documents relating to the Webster Road Redevelopment for debt and equity financing and providing for related matters for the rehabilitation of the Webster Road Redevelopment
<b>Dollar Amount</b>	N/A
<b>Funding Source</b>	Funding sources include 4% Low Income Housing Tax Credits (LIHTC), PSH Capital Funds (OHCS), Metro Bond Funding, Perm Loan and County HOME Funds
<b>Duration</b>	December 17, 2020 through the closing of the Webster Redevelopment Project
<b>Previous Board Action</b>	7/16/20 – Approval of Resolution 1948 - Authorizing the execution and delivery of documents in connection with funding applications and predevelopment documents 6/6/19 – Approval of IGA with Metro to acquire the property 1/23/20 Approval of Resolution 1942 – Exemption from Competitive Bidding and approval of a CM/GC Solicitation
<b>County Counsel</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-502-9278 Devin Ellin, Senior Housing Developer, Housing Authority 971-227-0472
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval of Resolution 1952, for debt and equity financing and providing for related matters for the rehabilitation of the Webster Road project.

This is a rehabilitation project for the Housing Authority of Clackamas County of a single-story wood-framed building originally constructed in the mid 1960's. It was previously used as a nursing facility and most recently as a teen rehabilitation facility. The building has been vacant since 2017 and will be converted into permanent supportive housing for low income residents age 55 and older. The program consists of a mix of studios and Single Room Occupancy (SRO) units, as well as shared kitchen and laundry facilities, offices and other support spaces. The site is currently developed with vehicle access, parking, sidewalks, and wooded surroundings. As much as possible, existing trees and asphalt paving areas shall be retained and protected.

Project scope includes full abatement of hazardous materials; building code and accessibility upgrades; new insulation, weatherproofing, windows, exterior doors, roofing membrane, and exterior cladding; interior renovation work consists of all new flooring, wall and ceiling finishes; and all new

plumbing fixtures, lighting, and HVAC systems; site work consists of demolition, earthwork, landscaping, and parking lot modifications. Work in the public right-of-way will include replacing the sidewalk and drive pans along the Webster Rd street frontage to comply with ADA requirements, and potential street lighting upgrades pending a photometric assessment of the existing conditions. The scope also includes any demolition that will be necessary for the extents of the building rehabilitation.

- Site area: 95,830 SF (2.2 acres)
- Gross floor area: 28,672 SF
- Zoning: R-7.2 – Low Density Residential
- Bicycle parking: 4 short-term spaces, 8 long-term spaces
- Vehicle parking: 26 spaces - 2 accessible, 16 standard, 7 compact, and 1 loading
- Units: 48
- OHCS Sustainability Path: Earth Advantage Multi-family Home (2012), Gold Certification

Some **key** components of the Resolution are as follows:

- Provides HACC authorization to enter into the following agreements:
  - Syndication documents;
  - Tax Credit Documents;
  - Bond Documents;
  - Construction and Permanent Loan Documents; and
- Provides Delegation of Authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development as an Authorized Representative, to act on behalf of the Authority in its own capacity as the Special Limited Partner, and as the sole member of the General Partner to finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized.

**RECOMMENDATION:**

Staff recommends that the HACC Board approve Resolution No. 1952 authorizing the execution and delivery of documents relating to the Webster Road Redevelopment for debt and equity financing and providing for related matters for the rehabilitation of the Webster Road Redevelopment.

Respectfully submitted,

Handwritten signature of Richard Swift in blue ink, with the text "HHS Director / for" written below it.

Richard Swift, Director  
Health, Housing & Human Services

Attachments:

1. Webster Rd. Resolution No.1952



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the Execution,  
Acknowledgement and Delivery of Documents  
Relating to the Webster Road Apartments Project  
for debt and equity financing and providing for  
related matters



Resolution No. 1952  
*Page 1 of 3*

WHEREAS, the Housing Authority of Clackamas County ("Authority") works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes ("ORS") 456.005 through 456.235; and,

WHEREAS, on or about April 18, 2019, the Authority formed HACC Webster Road, LLC, an Oregon limited liability company ("HACC Webster Road") to act as the Developer for the development, financing, construction and operation of the Webster Road Apartments project (the "Project"); and,

WHEREAS, on or about June 10<sup>th</sup>, 2019, the Authority received funding from Metro, an Oregon municipal corporation, ("Metro") to acquire a 27,000 square foot building on a 2.2 acre site at 18000 Webster Road, Gladstone Oregon (the "Property") to renovate for the Project; and

WHEREAS, on June 13<sup>th</sup>, 2019 the Authority acquired the Property pursuant to a Board approved Intergovernmental Agreement ("IGA") with Metro; and

WHEREAS, on or about January 15, 2020, HACC Webster Road acting as the general partner formed Webster Road Housing Limited Partnership, an Oregon limited partnership ("WRH"); and

WHEREAS, the Project will consist of approximately 48 units of rental housing and related facilities that will be owned by WRH; and,

WHEREAS, the Project, except for staff units, will be rented to persons or families with incomes of 30% of area median or less, and operated as a "housing project" as defined in ORS 456.065; and,

WHEREAS, the Authority entered into a contract with Carleton Hart Architects to design the renovations for the Project; and

WHEREAS, HACC Webster Road acting as the general partner of WRH has applied to Clackamas County Community Development Division ("CCCDD") for a \$400,000.00 HOME loan; and

WHEREAS, the Authority has applied to the State of Oregon, Housing and Community Services Department ("OHCSA") for permanent supportive housing funds for the Project; and

WHEREAS, HACC Webster Road acting as the general partner of WRH has applied to Metro for a Housing Bond Fund loan; and

WHEREAS, HACC Webster Road acting as the general partner of WRH has applied to OHCS D for an allocation of private activity bond volume cap to enable the Project to benefit from federal low income tax credits; and

WHEREAS, HACC has received an Engagement Agreement dated November 20, 2020 from U.S. Bancorp Investments, Inc. and U.S. Bank Municipal Products Group, a division of U.S. Bank National Association (each individually and collectively referred to as "US Bancorp") to structure, market, price, and close tax exempt publicly offered housing bonds for the Project, during calendar year 2021 (the "Series 2021 Bonds"); and

WHEREAS, HACC has received a proposal from U.S. Bancorp Community Development Corporation or its affiliate ("USBCDC") to become an equity investor in the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Execute, Acknowledge and Deliver the Agreements. The Authority is authorized in its own right or as the sole member of HACC Webster Road acting as the General Partner of WRH to execute, acknowledge and deliver the following:

- 1.1 The Engagement Agreement from US Bancorp to act as the underwriter for the Series 2021 Bonds, and all documents required to close the sale of tax exempt publicly traded housing bonds, including but not limited to those documents listed on Exhibit A;
- 1.2 The proposal from USBCDC for its admission and all documents required to close the admission of USBCDC as an investor limited partner in WRH including but not limited to an amended and restated agreement of limited partnership and those documents listed on Exhibit A;
- 1.3 Proposals for the Permanent Loan, including, but not limited to, executing a Permanent Lender Term Sheet, any document reasonably necessary to obtain a permanent loan commitment, and making the Permanent Lender Good Faith Deposit.

Section 2. Delegation. The Chair of the Board of the Housing Authority of Clackamas County or, if the Chair is not available, the Director of Health, Housing and Human Services, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a "Director") may, on behalf of the Authority for itself or acting as the sole member of the General Partner of WRH and without further action by the Board:

Finalize the terms of, and execute, acknowledge and deliver the Agreements identified in sections 1.1, and 1.2 (collectively the "Documents"). Before executing and delivering the Documents, the Director may, after consulting with legal counsel, make changes to the Documents that are reasonable and necessary in the Director's discretion to facilitate the execution and delivery of the Documents. However, the changes authorized by the preceding sentence shall not materially change the Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Documents and any other

documents and take any actions that are necessary or desirable to complete the Documents, this Resolution and Order.

DATED THIS 17th DAY OF DECEMBER, 2020

BOARD OF COMMISSIONERS FOR THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY

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Chair

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Recording Secretary

December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to write off uncollectible rents, late charges and maintenance expenses for the  
second quarter of Fiscal Year 2021

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2021
<b>Dollar Amount and Fiscal Impact</b>	\$938.38 in total collection losses
<b>Funding Source</b>	N/A
<b>Duration</b>	October 1, 2020 – December 31, 2020
<b>Previous Board Action/Review</b>	First quarter collection losses were approved by the Housing Authority Board of Commissioners on September 17, 2020
<b>Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract Number</b>	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 2021 (10/1/2020-12/31/2020). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2021 are \$695.23 for Low Rent Public Housing and \$243.15 for Local Project Fund. Of the total second quarter write offs, \$113.16 was for uncollected rents and \$825.22 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, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2021 is \$938.38.

**RECOMMENDATION:**

HACC recommends the HACC Board approve the second quarter write offs of uncollectible rents, late charges and maintenance expenses and authorize the Executive Director to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

  
Richard Swift, Director

**LRPH**

**Collection Loss for the period of**

**10/1/2020 to 12/31/2020  
Second Quarter of Fiscal Year 2021**

Unit #	SS #	Name	Rent	Sundry	Total
██████████	██████████	██████████████████	113.16	582.07	\$ 695.23
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Write-off</b>			<b>113.16</b>	<b>582.07</b>	<b>695.23</b>

*Betty McKee*  
Accounting Specialist 1 - Betty McKee

*Jason Kirkpatrick*  
Deputy Director of Finance - Jason Kirkpatrick

*Jill C. Smith*  
Executive Director - Jill Smith

LPF

Collection Loss for the period of

10/1/2020 to 12/31/2020  
Second Quarter of Fiscal Year 2021

Unit #	SS #	Name	Rent	Sundry	Total
[Redacted]	[Redacted]	[Redacted]	-	243.15	\$ 243.15
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
<b>Total Write-off</b>			-	<b>243.15</b>	<b>243.15</b>

*Betty McKee*  
Accounting Specialist 1 - Betty McKee

*J. Kirkpatrick*  
Deputy Director of Finance - Jason Kirkpatrick

*Jill C. Smith*  
Executive Director - Jill Smith

December 17, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In alignment with Board direction to seek Project Turnkey funding from the State of Oregon, our Phase I application has been submitted and approved. We have been directed by Oregon Community Foundation (“OCF”) consultants to expedite purchase of a qualifying property. We are seeking approval to enter into a Purchase & Sale Agreement between the Housing Authority of Clackamas County and Dirgesh Patel (owner) for the EconoLodge property and approval to execute real estate documents related to the same

<b>Purpose/Outcomes</b>	Approval to enter into a Purchase & Sale agreement between the Housing Authority of Clackamas County and Dirgesh Patel (owner) for the EconoLodge property at 17330 SE McLaughlin Blvd, Clackamas County, Oregon 97267 and approval to execute real estate documents pertaining to the acquisition of the EconoLodge
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$2.9M or appraised value whichever is lower
<b>Funding Source(s)</b>	All funds for the acquisition as well as rehabilitation for immediate shelter use will be provided by grant funding from the Oregon Community Foundation - Project Turnkey Wildfire Funding. Operational funding will come from Clackamas County Winter Shelter funding from date of purchase through June 30 <sup>th</sup> . All expenses for the ongoing use of the location as Transitional Supportive Shelter will be funded by the Supportive Housing Services Program beginning July 1 <sup>st</sup>
<b>Previous Board Action</b>	Board directed H3S to apply for Project Turnkey funding for acquisition of a motel property for use as shelter
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Individuals and families in need are healthy &amp; safe</li> <li>3. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	December 9, 2020
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 502-9278
<b>Contract Number</b>	N/A

**BACKGROUND:**

The HACC in partnership with Clackamas County Social Services submitted a Project Turnkey application for funding. The application outlined a partnership whereby the HACC would be the asset owner and Social Services would provide operational funding until Supportive Housing Services funding becomes available. Operations will be provided on a contract basis with a homeless services non-profit agency. HACC has been approved by OCF to identify and initiate a purchase and sale agreement with a motel property, identified in consultation with OCF’s consultants as the EconoLodge. Our application proposed to serve underserved populations of people experiencing homelessness in Clackamas County through this program.

The EconoLodge location was identified with the assistance of Tom Kemper, a consultant

provided by OCF to assist applicants, from an extensive list of hotels/motels that available in the Metro boundary. The following criteria were used to evaluate properties: location, zoning, number of units, unit size, ADA compliance, cost of purchase, the amount of funding likely to be allocated for Clackamas County out of the \$30 million, property condition, necessary rehab to use immediately as a shelter and how quickly the purchase process could proceed. In order to qualify for the Project Turnkey funds, the identified property must be able to be used within 75 days of funding with due diligence preferred to be completed in 30 days. From the available properties, the EconoLodge best met the criteria.

All units of the EconoLodge property are expected to be rented as part of the Clackamas County winter sheltering program. Purchase of the property will therefore allow shelter operations to continue year round at this location and for County funds dedicated to use of the property to be reallocated to leasing more winter sheltering units and expanding our winter shelter capacity this winter season. The EconoLodge has 27 units with the possibility to expand to 30 units of non-congregate shelter. This property will be an integral part of the Supportive Housing Services Program, operating as a transitional supportive shelter program that will shelter people immediately and providing them with the services they need to transition into permanent housing solutions that best meet their needs.

A draft purchase and sale agreement is attached hereto. County Counsel is reviewing and revising this purchase and sale agreement draft. HACC will present a final version, in substantially similar format, to the Board upon completion of review during the December 17<sup>th</sup>, 2020 HACC Board meeting.

**Attached for your review**

- Purchase and Sale Agreement draft and Property Broker Report

**RECOMMENDATION:**

Staff recommends the Board approve the Purchase and Sale Agreement between the Housing Authority of Clackamas County and Dirges Patel (owner) for the EconoLodge property at 17330 SE McLaughlin Blvd, Clackamas County, Oregon 97267.

Staff also recommends the Board authorize Jill Smith, HACC Executive Director, or Richard Swift, Director of H3S, to sign the PSA and all pertinent real estate documentation on behalf of the Housing Authority of Clackamas County Board.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services



COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION DEPOSIT  
(Oregon Commercial Form)

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AGENCY ACKNOWLEDGMENT

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

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

(a) Seller Agent: **Skip Rotticci of Colliers International** firm (the "Selling Firm") is the agent of  
(check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: **Skip Rotticci of Colliers International** firm (the "Buying Firm") is the agent of  
(check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

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

ACKNOWLEDGED

Buyer: **Housing Authority of Clackamas County**

(sign) \_\_\_\_\_ Date: \_\_\_\_\_

Seller: **Dirges LLC**

(sign) \_\_\_\_\_ Date: \_\_\_\_\_

OPTION OF PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION DEPOSIT (this "Agreement") dated December \_\_, 2020, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: Dirgesh LLC, an Oregon limited liability company ("Seller")
Address: 3801 N. Interstate Ave. Portland, Oregon 97227
Home Phone:
Office Phone:
Fax No.:
E-Mail: dirgesh@gmail.com

AND: Housing Authority of Clackamas County ("Buyer")
Address: 13930 Gain St. Oregon City, OR 97045
Home Phone:
Office Phone: (503) 655-8676
Fax No.:
E-Mail: vbrown@co.clackamas.or.us

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property." (a) the real property and all improvements thereon generally described or located at 17330 SE McLoughlin Blvd. in the City of Milwaukie, County of Clackamas, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; and (b) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller, with the exception of personal property in the manager's unit, (the "Personal Property") that Buyer has agreed, in writing, to accept upon closing. If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Two Million Nine Hundred Thousand dollars (\$2,900,000.00) (the "Purchase Price"), subject to the terms and conditions of Section 2.1 below. The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Option Deposit.

(a) Within three (3) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$ 25,000.00 as an Option deposit (the "Option Deposit") in the form of:

[ ] Promissory note (the "Note"); [X] Check; or [ ] Cash or other immediately available funds.

46 If the Option Deposit is being held by the  Selling Firm  Buying Firm, then the firm holding such Option Deposit  
47 shall deposit the Option Deposit in the  Escrow (as hereinafter defined)  Selling Firm's Client Trust Account  
48  Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such  
49 firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

50  
51 (b) The purchase and sale of the Property shall be accomplished through an escrow (the  
52 "Escrow") that Seller has established or will establish with **First American Title Company Portland, Oregon** (the  
53 "Escrow Holder") within **three (3)** days after the Execution Date. Except as otherwise provided in this Agreement: (i)  
54 any interest earned on the Option Deposit shall be considered to be part of the Option Deposit; (ii) the Option  
55 Deposit shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the  
56 Option Deposit shall be applied to the Purchase Price at Closing.

57  
58 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing  
59 by  cash or other immediately available funds; or  Other: **Cash and the proceeds of a grant from the State**  
60 **of Oregon.**

61  
62 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the  
63 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal  
64 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-  
65 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller  
66 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,  
67 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for  
68 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the  
69 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange  
70 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot  
71 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such  
72 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging  
73 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating  
74 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party  
75 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising  
76 out of the 1031 Exchange.

## 77 78 2. Conditions to Purchase.

79  
80 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

81  
82  This Agreement is contingent upon Buyer obtaining, at Buyer's sole expense, a written  
83 appraisal from a licensed appraiser within 45 days of the Execution Date stating that the appraised  
84 value of the Property is at least the Purchase Price. If the appraisal states that the appraised value  
85 of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller  
86 within 10 days after the above date and deliver written notice to Seller, either: a) terminating this  
87 Agreement in which event the Option Deposit shall be refunded to Buyer, thereby releasing Buyer  
88 and Seller from all further obligations under this Agreement; or b) negotiate a new purchase price  
89 on terms acceptable to both parties. If Buyer fails to timely obtain an appraisal, or having timely  
90 obtained such appraisal fails to timely deliver notice, this Agreement shall terminate and the  
91 Option Deposit shall be refunded to Buyer;

92  **Within sixty (60) days of the Execution Date, Buyer's approval of the results of**  
93 **(collectively, the "Feasibility Contingency"):** (a) the Property inspection described in  
94 Section 3 below; (b) the document review described in Section 4 below; (c)  
95 **Environmental Assessment and review; and (d) the other conditions described below:**

96  Within thirty (30) days of the expiration of the Feasibility Contingency period, Buyer's  
97 receipt of confirmation of satisfactory financing (the "Financing Condition") and approval of  
98 Release of Funds by the State of Oregon; and/or

99  Other **Notwithstanding any other provision of this Agreement, the closing  
100 of this transaction will be contingent on final written approval by the Board of  
101 Commissioners (the "Board") for the Housing Authority of Clackamas County to  
102 proceed with closing of the sale, as determined by the Board in its sole  
103 administrative discretion. Buyer shall have no obligation to purchase the  
104 Property, and no transfer of title to the Buyer may occur, unless and until the  
105 Board, as the responsible entity, has provided Buyer and/or Seller with a written  
106 determination that purchase of the Property may proceed, or that the purchase  
107 may proceed subject to any other conditions in this Agreement or only if certain  
108 conditions to address issues in the environmental or other reviews and  
109 inspections shall be satisfied before or after the purchase of the Property. The  
110 closing of this transaction and purchase of the Property will also be contingent  
111 upon the following:**

- 112 1. **Buyer's acceptance of the Title Report and all Exceptions identified**  
113 **thereon, as set forth in Section 5, below.**
- 114 2. **Appropriation by the Board of sufficient funds, as determined by Buyer in**  
115 **its sole discretion, to permit Buyer to proceed with closing of the sale and**  
116 **purchase of the Property.**
- 117 3. **Receipt by Buyer of any and all funding necessary to proceed with closing**  
118 **of the sale and purchase of the Property, as determined by the Buyer in its**  
119 **sole administrative discretion, from any and all State or Federal funding**  
120 **sources.**
- 121 4. **Completion of all inspections, environmental reviews, or other**  
122 **assessments of the Property that Buyer determines, in its sole discretion,**  
123 **to be necessary. Buyer shall use its best efforts to conclude the**  
124 **inspections, environmental reviews, or other assessments of the Property**  
125 **expeditiously. Buyer's inspections, environmental reviews, or other**  
126 **assessments are subject to an approved request for release of federal or**  
127 **state funds.**
- 128 5. **Acceptance by Buyer, in its sole discretion, of the results of any**  
129 **inspections, environmental reviews, or other assessments performed on**  
130 **the Property.**

131  
132  
133  
134 The Feasibility Contingency, Financing Condition or any other conditions noted shall be defined as "Conditions."  
135

136 2.2 If Buyer decides to proceed to Closing, Buyer will give written notice to Seller before the expiration  
137 of the Feasibility Contingency indicating that Buyer waives the Conditions set forth in Section 2.1 or that the  
138 Conditions set forth in Section 2.1 have been satisfied. If, for any reason Buyer fails to give written waiver of the  
139 Conditions set forth in Section 2.1, or state in writing that such Conditions have been satisfied, by notice to Seller  
140 before the expiration of the Feasibility Contingency, this Agreement shall be deemed automatically terminated, the  
141 Option Deposit shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary  
142 herein, neither party shall have any further right or remedy hereunder. In addition, if Buyer is unable to receive a  
143 release of funds from State or Federal funding sources necessary to purchase the Property, or if the Board does not  
144 approve closing of the sale and purchase of the Property, this Agreement shall be deemed terminated and the

145 Option Deposit(s) shall be immediately returned to Buyer, and thereafter, except as specifically provided to the  
146 contrary herein, neither party shall have any further right or remedy hereunder.  
147

148 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
149 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants  
150 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the  
151 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest  
152 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters  
153 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase  
154 of the Property including the economic feasibility of such purchase. Subject to the limits of applicable law, Buyer  
155 shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable  
156 attorneys' fees and experts' fees, arising from or relating to Buyer's negligent acts or omissions during the  
157 inspections, tests, and surveys authorized under this Section 3. This agreement to indemnify, hold harmless, and  
158 defend Seller shall survive closing or any termination of the Agreement.  
159

160 4. Seller's Documents. Within **ten (10)** business days after the Execution Date, Seller shall deliver to  
161 Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list  
162 of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to  
163 the extent now in existence and to the extent such items are or come within Seller's possession or control: **Including  
164 but not limited to business records as the pertain to the facility, plans, permits, and approvals, reports,  
165 studies, assessments related to the Property, environmental assessments, soils assessments and  
166 Geotechnical reports, correspondence from or to any governmental agency or regulatory agency regarding  
167 the Property within the last 5 years, any recorded or unrecorded easement related to the Property.**  
168

169 5. Title Insurance. Within **ten (10)** business days after the Execution Date, Seller shall cause to be  
170 delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the  
171 "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of  
172 all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **thirty (30)** days after receipt of a  
173 copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such  
174 title or to any liens or encumbrances affecting the Property. Within **five (5)** business days after receipt of such notice  
175 from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to  
176 Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can  
177 be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within  
178 **five (5)** business days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect  
179 whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to  
180 remove; or (ii) terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all  
181 Exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove. All remaining  
182 Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be  
183 deemed "Permitted Exceptions."  
184

185 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
186 Buyer fails to deposit the Option Deposit(s) in Escrow strictly as and when contemplated under Section 1.2.1 or  
187 Section 1.2 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Option  
188 Deposit to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written  
189 notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or  
190 waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole  
191 remedy shall be to retain the Option Deposit(s) paid by Buyer. In the event Seller fails, through no fault of Buyer, to  
192 close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including  
193 without limitation, the return of the Option Deposit(s) paid by Buyer or the remedy of specific performance. In no

194 event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's  
195 failure to close the sale of the Property.

196  
197 7. Closing of Sale.

198  
199 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
200 or  thirty (30) days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in  
201 writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the  
202 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to  
203 Seller.

204  
205 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
206 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
207 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign  
208 person" as such term is defined by applicable law and regulations.

209  
210 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by  statutory warranty  
211 deed or  \_\_\_ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA  
212 form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title  
213 to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained  
214 in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of  
215 title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any  
216 endorsements required by Buyer.

217  
218 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy. If Buyer elects to obtain an  
219 ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the  
220 premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the  
221 Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom determined by  
222 the Title Company and applicable law. Real property taxes for the tax year of the Closing, assessments (if a  
223 Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the  
224 month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If  
225 applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall  
226 be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be responsible for payment of all  
227 taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

228  
229 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
230 existing as of the Closing Date, to Buyer  on the Closing Date or  \_\_\_.

231  
232 10. Condition of Property. Seller represents and warrants it is the sole owner of the Property and has authority to  
233 convey fee simple title to the Property by statutory warranty deed. Seller represents that Seller has received no  
234 written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller  
235 represents there are no suits, actions, arbitrations, judgments, legal, administrative or other proceedings, claims,  
236 liens, or inquiries pending or threatened against the Property, or any portion thereof, which could affect Seller's right  
237 or title to the Property, or any portion thereof, affect the value of the Property, or any portion thereof, or subject an  
238 owner of the Property, or any portion thereof, to liability. Seller represents no work on the Property has been done or  
239 will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other  
240 liens, against the Property or any portion thereof. Seller represents that it has not entered into, and will not enter into,  
241 any other contracts for the sale of the Property, nor do there exist nor will there be any rights of first refusal, options  
242 to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or  
243 agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion

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244 thereof. Seller represents that, to the best of Seller's knowledge without specific inquiry, Seller is not aware of any  
245 such violations or any concealed material defects in the Property. Unless caused by Buyer, Seller shall bear all risk  
246 of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Except for  
247 Seller's representations set forth in this Section 10 and the attached Exhibit E, Buyer shall acquire the Property "AS  
248 IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of  
249 the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties  
250 stated in this Agreement are materially true and correct on the Closing Date. Subject to any limitation period under  
251 applicable law, Seller's representations and warranties stated in this Agreement shall survive Closing of this  
252 Agreement.

253  
254 If Seller discovers any information or facts that would materially change the foregoing warranties and  
255 representations or the transactions contemplated by this Agreement, Seller shall immediately give written notice to  
256 Buyer of those facts and information. If any of the foregoing warranties and representations cease to be true before  
257 the close of Escrow, Seller shall be obligated to use its best efforts to remedy the problem, at its sole expense,  
258 before the close of Escrow. If the problem is not remedied before close of Escrow, Buyer may elect to either: (a)  
259 terminate this Agreement in which case Buyer shall have no obligation to purchase the Property and all Escrow  
260 payments, including the Option Deposit, shall be refunded to Buyer, or (b) defer the Closing Date for a period not to  
261 exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not  
262 remedied within that timeframe, Buyer may elect to terminate this Agreement and receive a refund of all Escrow  
263 payments, including the Option Deposit. Buyer's election in this regard shall not constitute a waiver of Buyer's rights  
264 in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it  
265 constitute a waiver of any other remedies provided in this Agreement or by law or equity.

266  
267  
268 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
269 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has  
270 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Option Deposit is non-  
271 refundable, Seller may not, enter into: (a) any new leases or occupancy agreements for the Property; (b) any  
272 material amendments or modification agreements for any existing leases or occupancy agreements for the Property;  
273 or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.

274  
275 12. Assignment. Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
276 of Seller;  is PERMITTED ONLY UPON Seller's written consent;  is PERMITTED ONLY IF the assignee is an  
277 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written  
278 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a  
279 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

280  
281  
282  
283 13. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A  
284 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE  
285 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR  
286 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
287 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
288 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
289 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
290 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
291 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
292 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
293 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED

{00045955;1}

294 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
295 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE  
296 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND  
297 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND  
298 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

299  
300 14. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
301 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
302 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
303 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
304 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
305 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
306 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
307 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

308  
309 15. Brokerage Agreement. For purposes of Section 15 of this Agreement, the Agency Acknowledgement  
310 on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a  
311 commission to Selling Firm in the amount of either:  **three percent (3%)** of the Purchase Price or  \$. Such  
312 commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives **one hundred**  
313 **percent (100%)** and Buying Firm receives **zero percent (0%)**. Seller shall cause the Escrow Holder to deliver to  
314 Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this  
315 Agreement, whichever occurs first.

316  
317 16. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
318 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
319 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
320 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following  
321 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
322 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
323 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
324 notice will be deemed delivered on the next following business day.

325  
326 17. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
327 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
328 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
329 transmission of any signed document including this Agreement in accordance with Section 16 shall be the same as  
330 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
331 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
332 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
333 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
334 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
335 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
336 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
337 with respect to Section 15, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person  
338 signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each  
339 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to  
340 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a  
341 memorandum hereof shall be recorded unless the parties otherwise agree in writing.



343 18. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and  
344 construed by, the laws of the State of Oregon. Any claim, action, or suit that arises out of or relates to the  
345 performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for  
346 Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be  
347 brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District  
348 Court for the District of Oregon. In no event shall this section be construed as a waiver by Buyer of any form of  
349 defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh  
350 Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.  
351 All parties, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced  
352 in this section.

353  
354 19. Lease(s) and Personal Property.

355  
356 19.1 Leases. Intentionally Omitted.

357  
358 19.2 Personal Property. If applicable, and upon written consent by Buyer, Seller shall convey  
359 all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a  
360 Bill of Sale substantially in the form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property  
361 shall be attached to the Bill of Sale.

362  
363 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
364 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT  
365 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

366  
367 21. Addenda: Exhibits. The following named addenda and exhibits are attached to this Agreement and  
368 incorporated within this Agreement:

- 369  Exhibit A – Legal Description of Property **[REQUIRED]**  
370  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)  
371  Exhibit C – Bill of Sale (if applicable)  
372  Exhibit D – Lead Paint Disclosure Addendum (if applicable)  
373  Exhibit E – AS IS Exceptions (if applicable)  
374  
375

376 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement  
377 on or before 5:00 PM Pacific Time on **December 17, 2020**, then the Option Deposit shall be promptly refunded to  
378 Buyer and thereafter, neither party shall have any further right or obligation hereunder.

379  
380 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
381 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and  
382 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer  
383 hereinafter certifies that:

384  
385 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
386 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated  
387 national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is  
388 enforced or administered by the Office of Foreign Assets Control; and

389  
390 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
391 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.  
392

393 Subject to the limits of applicable law, Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and  
394 against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs)  
395 arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to  
396 indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.  
397  
398

399 24. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article  
400 XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any  
401 provisions herein which would conflict with law are deemed inoperative to that extent  
402

403 25. Risk of Loss, Condemnation. Seller shall bear the risk of all loss or damage to the Property from all causes,  
404 until the Property is Closed pursuant to Section 7. If, before the Property is Closed pursuant to Section 7, all or part  
405 of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken  
406 by condemnation, or if any such condemnation is threatened, Seller shall give Buyer written notice of such event.  
407 Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by  
408 Buyer of written notice from Seller of such casualty or condemnation and the Option Deposit will be returned to  
409 Buyer.  
410

411 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR  
412 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR  
413 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW  
414 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL  
415 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.  
416

417 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
418 INSERTION MARKS, OR ADDENDA.  
419

420 Buyer **HOUSING AUTHORITY OF CLACKAMAS COUNTY**

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

422 Name: **Jill Smith**

423 Title: **Director**

424

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

426

427  
428 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in  
429 this Agreement.  
430

431 Seller: **DIRGESH LLC**

432

433

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

435 Name: **Dirges Patel**

436 Its Manager

437

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

439

440

441

442

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445  
446  
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449

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Option Deposit due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before 3 days following execution of this Agreement
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within <u>7</u> days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within <u>10</u> days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within 5 days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within 5 days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within 5 days after receipt of Seller's title response
• Expiration date for satisfaction of Feasibility Contingency (Section 2.1):	Within 30 days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within 45 days of the expiration of Feasibility Contingency Period
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within 45 days of the Execution Date
• Closing Date (Section 7.1):	<u>Within 15 days following expiration of the Financing Conditions Period</u>

450  
451  
452

Initials of Buyer: \_\_\_\_\_

Initials of Seller: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

TO BE PROVIDED BY FIRST AMERICAN TITLE COMPANY

EXHIBIT C  
BILL OF SALE

Dirgesh LLC an Oregon limited liability company ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to **Health, Housing, Human Services of Clackamas County**, an Oregon Public Agency ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at **17330 SE McLoughlin Blvd** in the **City of Milwaukie**, County of **Clackamas**, State of **Oregon**, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SELLER: DIRGESH LLC

BUYER: HOUSING AUTHORITY OF CLACKAMAS COUNTY

1 EXHIBIT D  
2 LEAD-BASED PAINT DISCLOSURE ADDENDUM  
3 (TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)  
4

5 Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase  
6 and Sale Agreement and Receipt for Option Deposit (Oregon Commercial Form) dated \_\_\_\_, 20\_\_ (the "Purchase  
7 Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without  
8 definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this  
9 addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase  
10 Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing  
11 signed by both Seller and Buyer.

12 LEAD WARNING STATEMENT

13 EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL  
14 DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO  
15 LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD  
16 POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL  
17 DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL  
18 PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT  
19 WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE  
20 THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR  
21 INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED  
22 PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS  
23 RECOMMENDED PRIOR TO PURCHASE.  
24

25 AGENT'S ACKNOWLEDGMENT

26 Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of  
27 his/her responsibility to ensure compliance.  
28

29 SELLER'S DISCLOSURE

30 .1 Presence of lead-based paint and/or lead-based paint hazards (check one below):  
31

32  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
33  
34 \_\_\_\_\_  
35 \_\_\_\_\_

36  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
37

38 .2 Records and reports available to Seller (check one below):  
39

40  Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based  
41 paint hazards in the housing (list documents below):  
42  
43 \_\_\_\_\_  
44 \_\_\_\_\_

45  Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.  
46  
47

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

Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←  
Selling Firm \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

52  
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE  
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55  
56 BUYER'S ACKNOWLEDGMENT

57 .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of  
58 this form.

59  
60 .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

61  
62 .3 Buyer has (check one below):

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

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

74  
75 CERTIFICATION OF ACCURACY  
76

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←  
Buyer Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ←  
Buying Firm \_\_\_\_\_ Seller Firm \_\_\_\_\_

80  
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

EXHIBIT E  
AS IS EXCEPTIONS

1  
2  
3  
4  
5  
6  
7  
8

None



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

TO BE PROVIDED BY FIRST AMERICAN TITLE COMPANY

DRAFT

EXHIBIT C  
BILL OF SALE

**Dirges Patel** an individual ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to **Health, Housing, Human Services of Clackamas County**, an Oregon Public Agency ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at **17330 McLoughlin Blvd** in the **City of Milwaukie**, County of **Clackamas**, State of **Oregon**, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

SELLER: DIRGESH PATEL

BUYER: HOUSING AUTHORITY OF CLACKAMAS COUNTY

1 EXHIBIT D  
2 LEAD-BASED PAINT DISCLOSURE ADDENDUM  
3 (TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)  
4

5 Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase  
6 and Sale Agreement and Receipt for Option Deposit (Oregon Commercial Form) dated \_\_\_\_, 20\_\_ (the "Purchase  
7 Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without  
8 definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this  
9 addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase  
10 Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing  
11 signed by both Seller and Buyer.

12 LEAD WARNING STATEMENT

13 EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL  
14 DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO  
15 LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD  
16 POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL  
17 DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL  
18 PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT  
19 WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE  
20 THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR  
21 INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED  
22 PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS  
23 RECOMMENDED PRIOR TO PURCHASE.  
24

25 AGENT'S ACKNOWLEDGMENT

26 Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of  
27 his/her responsibility to ensure compliance.  
28

29 SELLER'S DISCLOSURE

30 .1 **Presence of lead-based paint and/or lead-based paint hazards (check one below):**

31  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34

35  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
36  
37

38 .2 **Records and reports available to Seller (check one below):**

39  Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based  
40 paint hazards in the housing (list documents below):  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43

44  Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.  
45  
46  
47

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

Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←  
Selling Firm \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

52  
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE  
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55  
56 BUYER'S ACKNOWLEDGMENT

57 .1 **Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of**  
58 **this form.**

59  
60 .2 **Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."**

61  
62 .3 **Buyer has (check one below):**

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

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

74  
75 **CERTIFICATION OF ACCURACY**  
76

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ←

Buying Firm \_\_\_\_\_ Seller Firm \_\_\_\_\_

80 

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE
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EXHIBIT E  
AS IS EXCEPTIONS

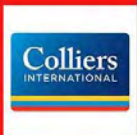
None

DRAFT

A photograph of the EconoLodge Gladstone building, a two-story structure with a prominent sign on the corner. The sign features the EconoLodge logo (a red circle with a white 'E') and the words 'Econo Lodge' in red. The building has a modern, functional design with large windows and a flat roof. The foreground shows some landscaping with bushes and a paved area. A large, semi-transparent blue circular graphic is overlaid on the left side of the image.

**ECONOLODGE GLADSTONE**  
**17330 SOUTHEAST MCLOUGHLIN**  
MILWAUKIE, OR 97267

**Price: \$2,900,000**



**SKIP ROTTICCI, CCIM**  
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**Property Summary**

Available SF	0
Building Size	17118
# of Rooms	27 + Managers Apartment
Lot Size	22,216 Sq. Ft.
Property Type	Hospitality
Purchase Price	\$2,900,000
Rentable Sq. Ft.	17,118
Onsite amenities	Pool, spa, lobby office

**Property Overview**

The Econolodge Milwaukie is located at 17330 McLoughlin Blvd. Milwaukie, Oregon. The building is approximately 17,118 square feet sitting on slightly over 1/2 acre. The building was constructed in 1991 and is in very good condition. The owner has recently replaced some of the exterior wooden posts and beams and has repainted the structure. The guest rooms are large and include a sitting/living area, large designated area that can easily be modified to include a full kitchenette with a 24" range, microwave, kitchen sink, refrigerator, and upper and lower cabinets. All rooms are accessed via exterior entrances

**Location Overview**

The Econolodge Milwaukie is situated on the northeast corner of SE McLaughlin Blvd. and SE Ina Ave. The property has 22 onsite parking spaces, and plenty of adjacent street parking. The Econolodge is



# PROPERTY PHOTOS

Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267



**Acquisition Costs**

Purchase Price, Points and Closing Costs	\$2,936,850
Investment - Cash	\$1,051,850
First Loan (Balloon)	\$1,885,000

**Investment Information**

Purchase Price	\$2,900,000
Price per Sq. Ft.	\$169.41

**Income, Expenses & Cash Flow**

<b>Gross Scheduled Income</b>	<b>\$912,600</b>
Total Vacancy and Credits	(\$319,410)
Operating Expenses	(\$294,222)
<b>Net Operating Income</b>	<b>\$298,968</b>
Debt Service	(\$109,957)
<b>Cash Flow Before Taxes</b>	<b>\$189,011</b>
<b>After Tax Results</b>	
Total Interest (Debt Service)	(\$77,617)
Depreciation and Amortization	(\$59,612)
Taxable Income (Loss)	\$161,739
Tax Savings (Costs)	(\$67,930)
<b>Cash Flow After Taxes</b>	<b>\$121,081</b>

**Financial Indicators**

Cash-on-Cash Return Before Taxes	17.97%
Optimal Internal Rate of Return (yr 3)	27.59%
Debt Coverage Ratio	2.72
Capitalization Rate	10.31%
Gross Income / Square Feet	\$53.31
Gross Expenses / Square Feet	(\$17.19)
Operating Expense Ratio	49.60%

**Property Summary**

Hotels and motels valuations are very quality and location driven. That said we have looked at an income capitalization approach, a sales comparable approach using bot square footage values and a cost per key or room approach.

The average cost per key/room of the included sales comps is \$112,463. The median cost per key/room is \$99,302.

The low sales comp is \$79,005 per key. The high sales comp is \$206,667 per key/room.

<b>Valuation Summary</b>	<b>Conservative</b>	<b>Average</b>	<b>Aggressive</b>
Income Valuation	\$2,717,891	\$2,989,680	\$3,321,867
Sales Comparison Valuation	\$2,273,442	\$4,223,696	\$6,173,949

<b>\$ per SF</b>	<b>Conservative</b>	<b>Average</b>	<b>Aggressive</b>
Income Valuation	\$158.77	\$174.65	\$194.06
Sales Comparison Valuation	\$132.81	\$246.74	\$360.67

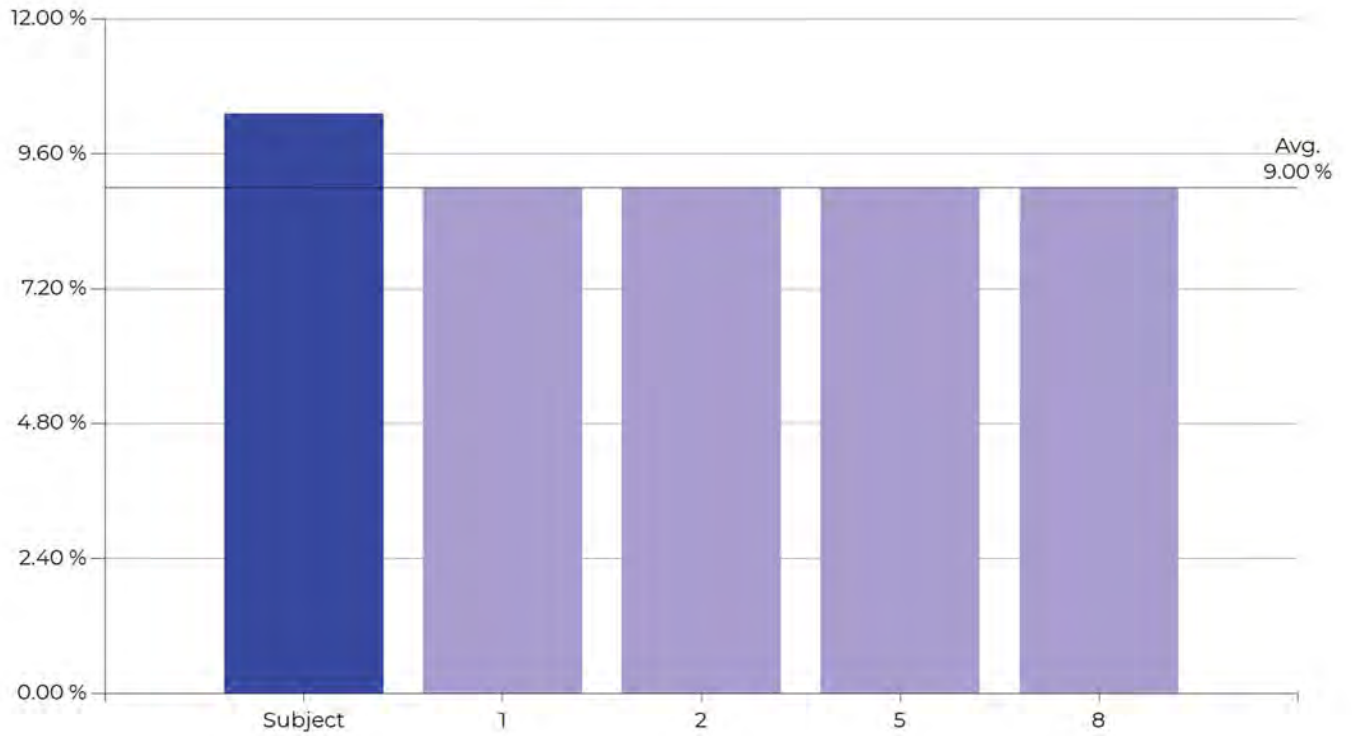
<b>Stabilized Income</b>	<b>Amount</b>	<b>Percent</b>	<b>\$ per SF</b>
Gross Scheduled Income	\$912,600	100%	\$53.31
- Vacancy	(\$319,410)	35.0%	\$18.66
<b>Gross Operating Income</b>	<b>\$593,190</b>	<b>100%</b>	<b>\$34.65</b>
- Total Operating Expenses	(\$294,222)	49.6%	\$17.19
- Management Fees	\$0	.0%	\$0.00
- Replacement Reserves	\$0	.0%	\$0.00
<b>Net Operating Income</b>	<b>\$298,968</b>		<b>\$17.47</b>
<b>Income Valuation Analysis</b>	<b>Price</b>	<b>Cap Rate</b>	<b>\$ per SF</b>
Conservative Cap Rate	\$2,717,891	11.00%	\$158.77
Average Cap Rate	\$2,989,680	10.00%	\$174.65
Aggressive Cap Rate	\$3,321,867	9.00%	\$194.06

<b>Sales Comparison</b>	<b>Subject</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Property Address	17330 Southeast McLoughlin Boulevard Milwaukie, OR	12712 SE 2nd Cir (Part of Portfolio) Vancouver, WA	15402 NW Cornell Rd (Part of Portfolio) Beaverton, OR	1477 Northeast 183rd Avenue Portland, OR	15520 Northwest Gateway Court Beaverton, OR	3333 Southwest 198th Avenue Aloha, OR	4714-4716 NE 94th Ave Vancouver, WA
Price	\$2,900,000	\$7,742,400	\$11,680,500	\$9,000,000	\$31,000,000	\$4,375,000	\$6,400,000
Price/SF	\$169.41	\$360.67	\$256.93	\$192.05	\$356.83	\$132.81	\$326.95
Sale Date	n/a	05-2018	05-2018	12-2019	12-2018	05-2019	04-2019
Cap Rate	10.31	9.0	9.0	0.0	0.0	9.0	0.0
RSF	17,118	21,467	45,462	46,864	86,876	32,941	19,575
Year Built	1991	1996	1998	2000	1999	1985	1990
Floors	2	3	3	n/a	n/a	n/a	2

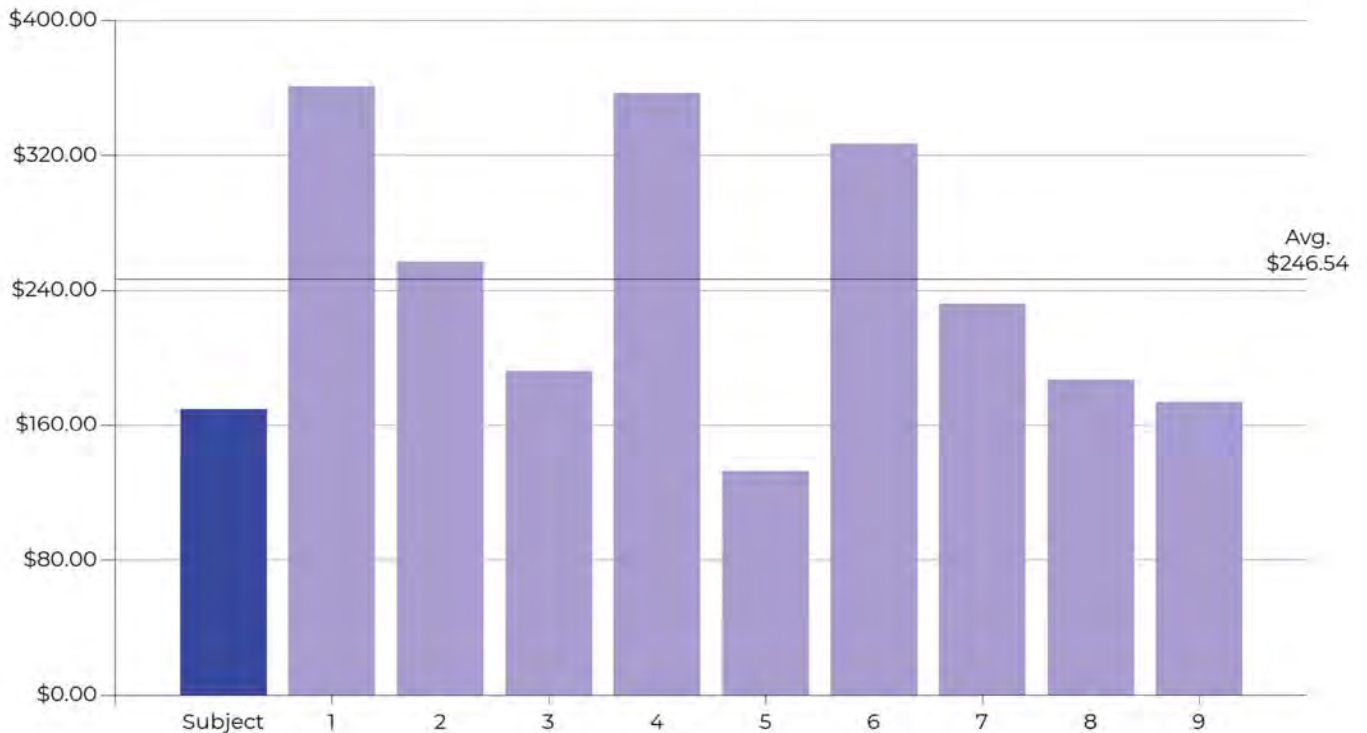
<b>Adjustments</b>	<b>Subject</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Sale Price	\$2,900,000	\$7,742,400	\$11,680,500	\$9,000,000	\$31,000,000	\$4,375,000	\$6,400,000
Adjustment Type		Average	Average	Average	Average	Average	Average
Adjustment Amount		0%	0%	0%	0%	0%	0%
Adjusted Price		\$7,742,400	\$11,680,500	\$9,000,000	\$31,000,000	\$4,375,000	\$6,400,000
Adjusted Price/SF		\$360.67	\$256.93	\$192.05	\$356.83	\$132.81	\$326.95

<b>Adjusted Analysis</b>	<b>Adj. Sale Price</b>	<b>Adj. Price/SF</b>
Conservative Value	\$2,273,442	\$132.81
Average Value	\$4,223,696	\$246.74
Aggressive Value	\$6,173,949	\$360.67

### Cap Rate



### Price per Sq. Ft.



S

Sale Price	\$2,900,000
Spaces	1
Rentable SqFt	17,118
Price/SqFt	\$169.41
Cap Rate	10.31%
Year Built	1991

**Econolodge Gladstone**

17330 Southeast McLoughlin Boulevard, Milwaukie, OR 97267

1



Sale Price	\$7,742,400
Spaces	98
Rentable SqFt	21,467
Price/SqFt	\$360.67
Lot Size	99,752
Cap Rate	9.0%
Year Built	1996
Sale Date	5/3/2018

**DoubleTree**

12712 SE 2nd Cir (Part of Portfolio), Vancouver, WA 98684

**Notes**

\$79,004 per key.

2



Sale Price	\$11,680,500
Spaces	98
Rentable SqFt	45,462
Price/SqFt	\$256.93
Lot Size	106,722
Cap Rate	9.0%
Year Built	1998
Sale Date	5/3/2018

**DoubleTree by Hilton Hotel Portland - Beavert**

15402 NW Cornell Rd (Part of Portfolio), Beaverton, OR 97006

**Notes**

Sold as Portfolio-\$119,188 per key

# SALE COMPARABLES

Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267

3



Sale Price	\$9,000,000
Spaces	83
Rentable SqFt	46,864
Price/SqFt	\$192.05
Acres	1.060
Year Built	2000
Sale Date	12/10/2019
Days-On-Mkt	215

## Guest House Inn

1477 Northeast 183rd Avenue, Portland, OR 97230

### Notes

\$108,433 per key

4



Sale Price	\$31,000,000
Spaces	150
Rentable SqFt	86,876
Price/SqFt	\$356.83
Year Built	1999
Sale Date	12/10/2018

## Hilton Garden Inn

15520 Northwest Gateway Court, Beaverton, OR 97006

### Notes

Avg Room Rate \$125 Avg. Occupancy 76%- \$206,667 per key.

5



Sale Price	\$4,375,000
Spaces	52
Rentable SqFt	32,941
Price/SqFt	\$132.81
Acres	2.090
Cap Rate	9.0%
Year Built	1985
Sale Date	5/14/2019

## Quality Inn

3333 Southwest 198th Avenue, Aloha, OR 97006

### Notes

\$84,135 per key.



# SALE COMPARABLES

Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267

6



Sale Price	\$6,400,000
Spaces	68
Rentable SqFt	19,575
Price/SqFt	\$326.95
Lot Size	71,002
Year Built	1990
Sale Date	4/9/2019

## Comfort Inn

4714-4716 NE 94th Ave, Vancouver, WA 98662

### Notes

3 star rating- \$94,118 per key

7



Sale Price	\$3,600,000
Spaces	24
Rentable SqFt	15,512
Price/SqFt	\$232.08
Lot Size	26,136
Year Built	1956
Sale Date	7/5/2018

## Super Value Inn

5205 N Interstate Ave, Portland, OR 97217

### Notes

2 star-\$150,000 per key

8



Sale Price	\$10,166,000
Spaces	101
Rentable SqFt	54,390
Price/SqFt	\$186.91
Lot Size	37,897
Cap Rate	9.0%
Year Built	1989
Sale Date	5/3/2018

## DoubleTree by Hilton Hotel Portland - Tigard

9575 SW Locust St (Part of Portfolio), Tigard, OR 97223

### Notes

2 star- Portfolio Sale- \$100,653 per key

9



Sale Price	\$9,795,000
Spaces	100
Rentable SqFt	56,410
Price/SqFt	\$173.64
Lot Size	84,506
Year Built	1990
Sale Date	12/2/2019

**Pony Soldier Inn**

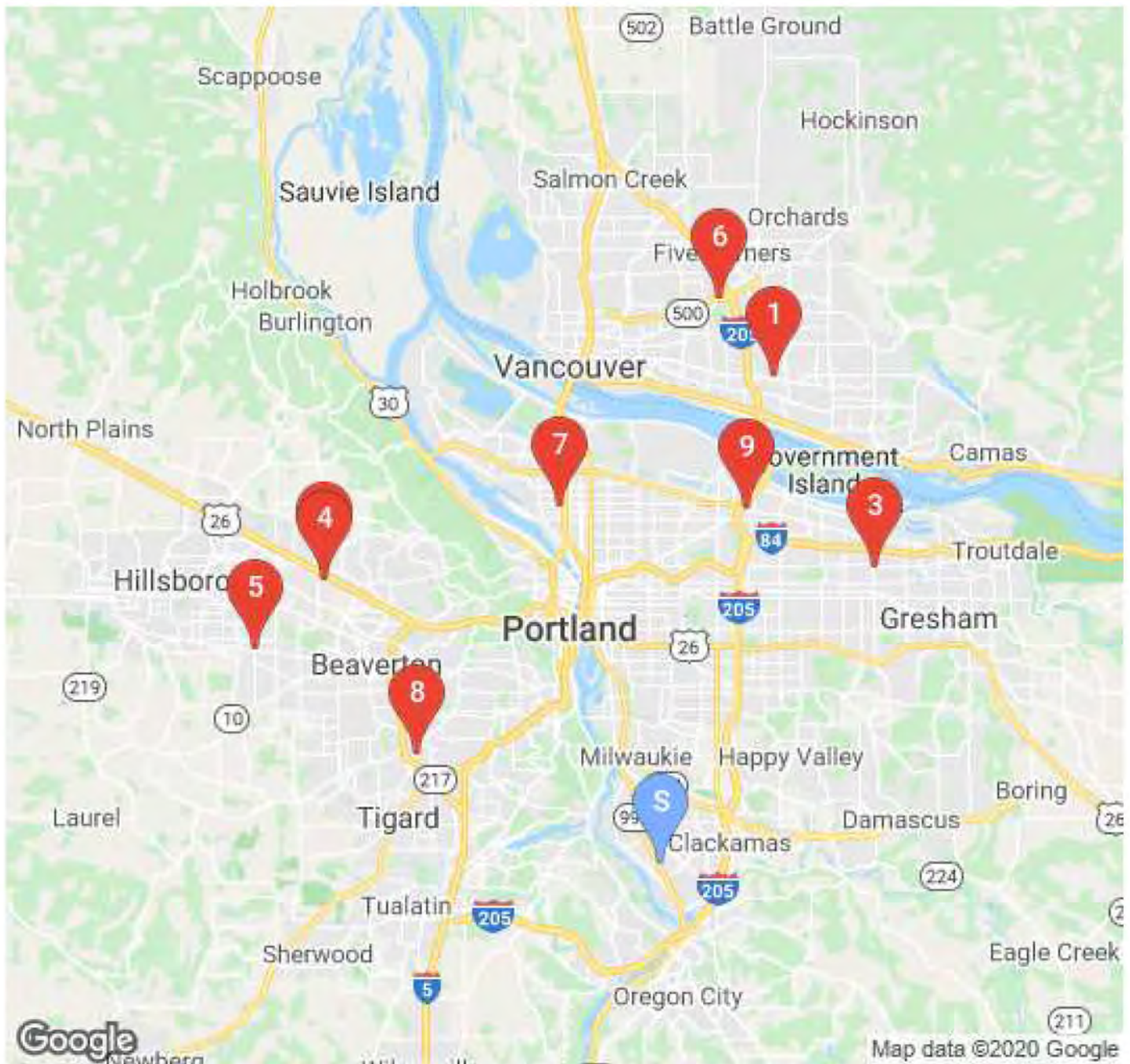
9901 NE Sandy Blvd, Portland, OR 97220

**Notes**

3 star- \$97,950 per key.

# SALE COMPARABLES

Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267



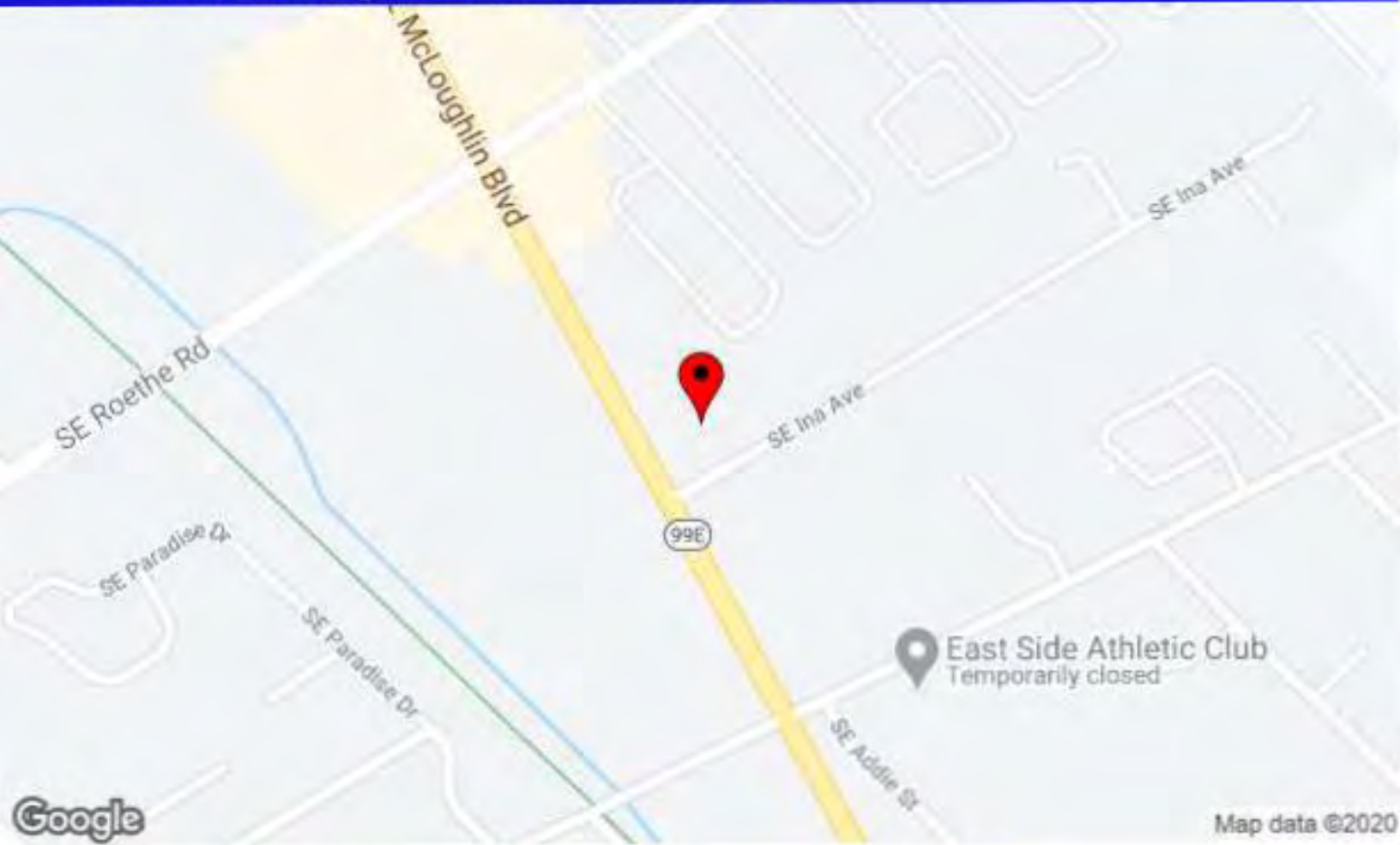
- S** 17330 Southeast McLoughlin Boulevard  
Milwaukie, OR, 97267  
\$2,900,000
- 1** 17712 SE 2nd Cir (Part of Portfolio)  
Vancouver, WA, 98684  
\$7,742,400
- 2** 15402 NW Cornell Rd (Part of Portfolio)  
Beaverton, OR, 97006  
\$11,680,500
- 3** 1477 Northeast 183rd Avenue  
Portland, OR, 97230  
\$9,000,000
- 4** 15520 Northwest Gateway Court  
Beaverton, OR, 97006  
\$31,000,000
- 5** 3333 Southwest 198th Avenue  
Aloha, OR, 97006  
\$4,375,000
- 6** 4714-4716 NE 94th Ave  
Vancouver, WA, 98662  
\$6,400,000
- 7** 5205 N Interstate Ave  
Portland, OR, 97217  
\$3,600,000
- 8** 9575 SW Locust St (Part of Portfolio)  
Tigard, OR, 97223  
\$10,166,000
- 9** 9901 NE Sandy Blvd  
Portland, OR, 97220  
\$9,795,000

The calculations and data presented are deemed to be accurate, but not guaranteed. They are intended for the purpose of illustrative projections and analysis. The information provided is not intended to replace or serve as substitute for any legal, accounting, investment, real estate, tax or other professional advice, consultation or service. The user of this software should consult with a professional in the respective legal, accounting, tax or other professional area before making any decisions.



# LOCATION MAP

Econolodge Gladstone  
7330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267



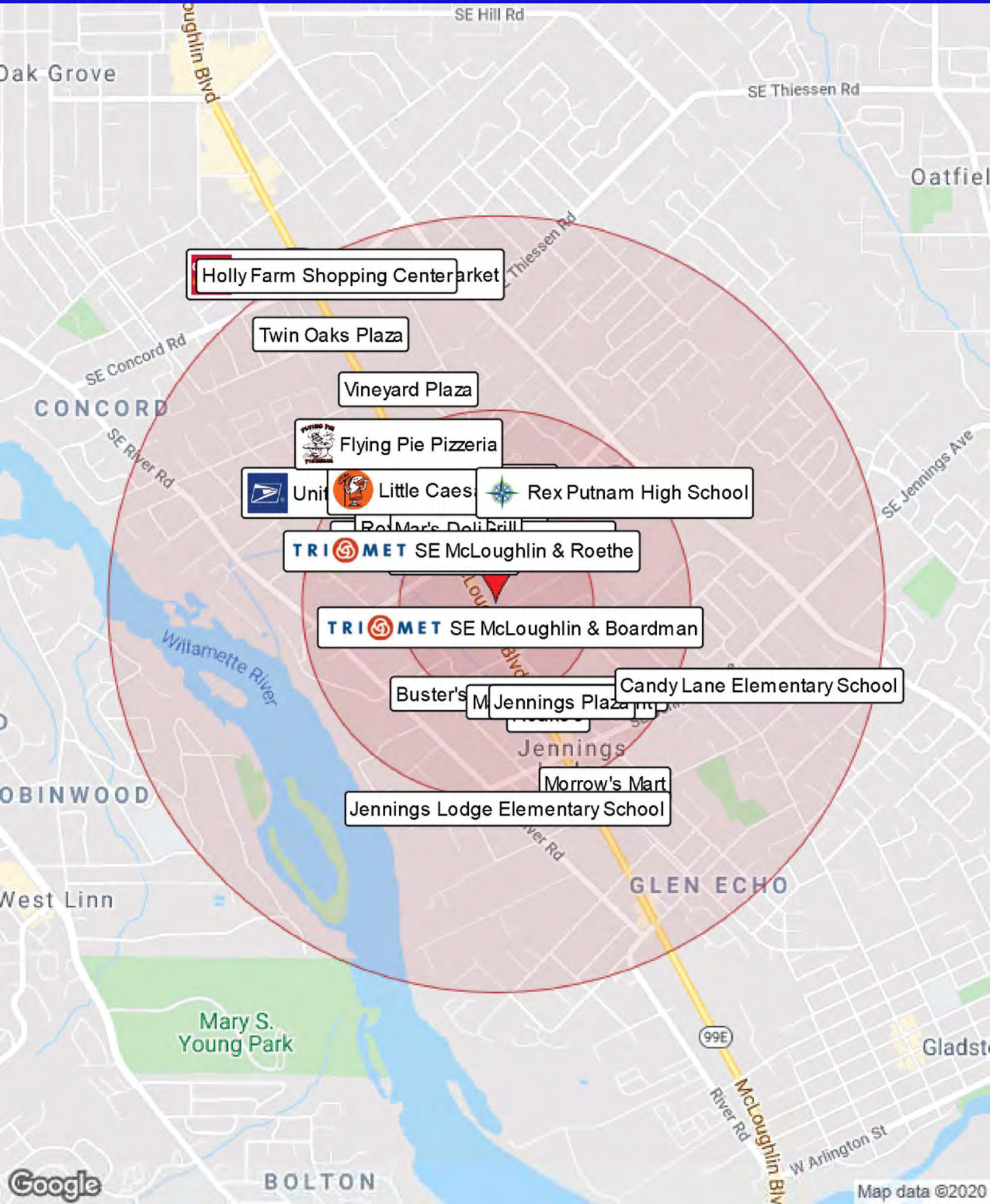
**AERIAL MAP**

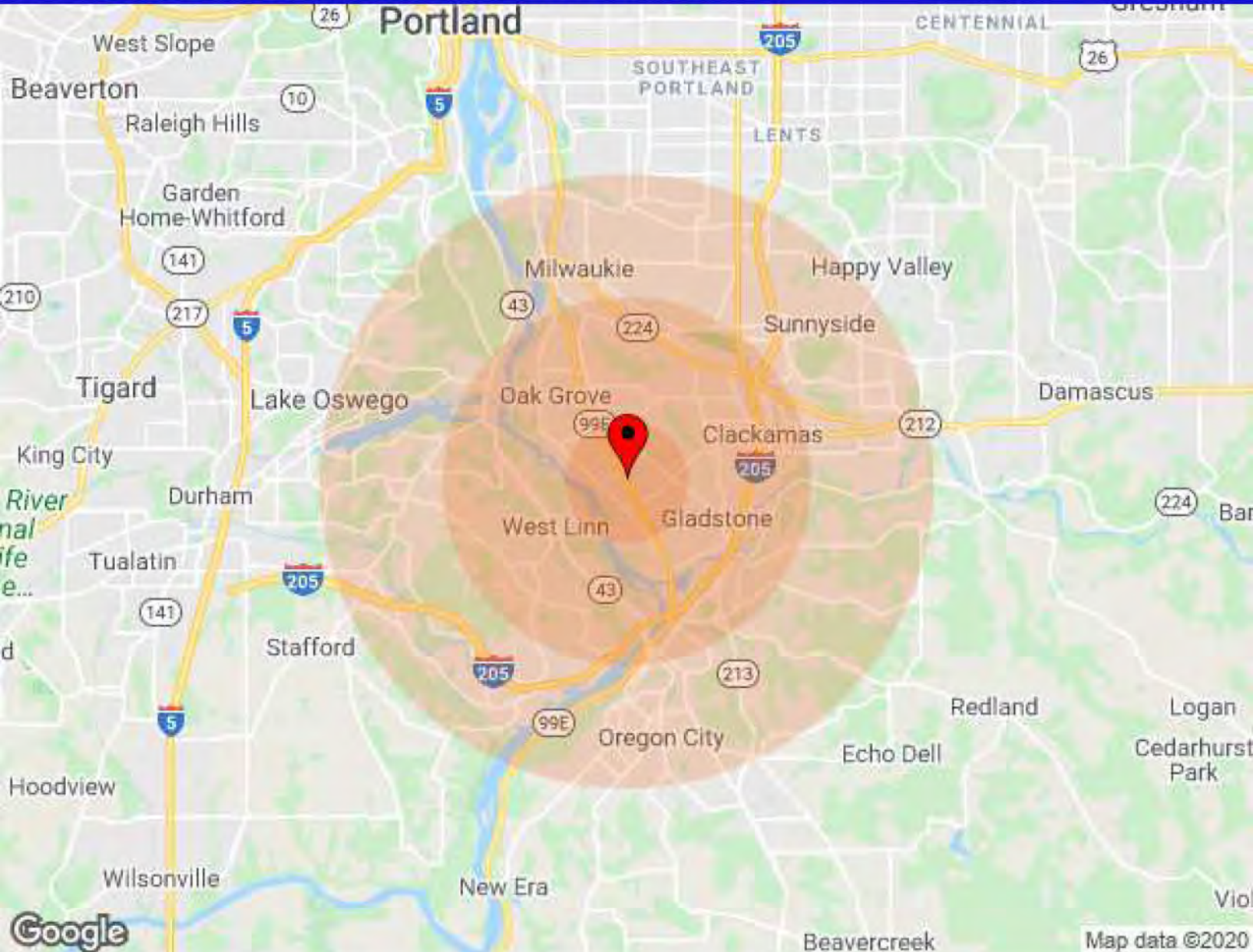
Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267



# BUSINESS MAP

Econolodge Gladstone  
17330 Southeast McLoughlin Boulevard | Milwaukie, OR 97267





<b>Population</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
Male	6,099	39,870	101,289
Female	6,344	41,712	105,022
Total Population	12,443	81,582	206,311
<b>Age</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
Ages 0-14	2,088	13,132	34,312
Ages 15-24	1,603	10,660	27,461
Ages 55-64	1,600	11,662	29,038
Ages 65+	2,276	15,636	36,398
<b>Race</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
White	11,321	75,425	186,335
Black	68	321	1,160
Am In/AK Nat	26	194	590
Hawaiian	7	31	118
Hispanic	1,280	5,810	14,527
Multi-Racial	1,756	8,838	22,862

<b>Income</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
Median	\$46,871	\$54,939	\$58,992
< \$15,000	678	3,489	8,054
\$15,000-\$24,999	533	2,840	7,135
\$25,000-\$34,999	528	3,127	7,185
\$35,000-\$49,999	862	4,844	11,543
\$50,000-\$74,999	1,207	6,698	15,811
\$75,000-\$99,999	759	4,489	11,503
\$10,000-\$149,999	375	4,645	11,489
\$150,000-\$199,999	77	1,590	4,615
> \$200,000	81	1,315	4,769

<b>Housing</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>
Total Units	5,239	35,175	89,901
Occupied	4,945	33,399	84,754
Owner Occupied	2,944	22,162	55,151
Renter Occupied	2,001	11,237	29,603
Vacant	294	1,776	5,147

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