BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, July 13, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, June 22, 2016 Board meeting;
- Minutes, June 29, 2016 Board meeting;
- Minutes, June 29, 2016 Staff meeting;
- Minutes, July 6, 2016 Board meeting;
- Minutes, July 6, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 7/11/16.

(B) Authorize Janet Evans to fill (1) vacant Probation Officer position for the Department of Correction - Adult Division.

(C) Order No. 38-2016, "In the Matter of a Sole Source Procurement for a Contract for Web-Based Access to Law Enforcement Data Systems (LEDS)".

(D) Order No. 40-2016, "In the matter of Directing the Sale of Real Property Acquired By Columbia County".

(E) Order No. 41-2016, " In the Matter of Conveying Certain Real Property in Clatskanie, Oregon, to Wenda Hall Tax Map ID No. 7N4W21BA00104 and authorize the Chair to sign".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(F) Northwest Oregon Regional Housing Rehabilitation Grant Program Subgrant Agreement and Agreement for Grant Administration with Community Action Team.

(G) Purchase and Sale Agreement with Wenda Hall for Tax Map ID No. 7N4W21BA00104 and authorize the Chair to sign.

(H) Quitclaim Deed to Wenda Hall for Tax Map ID No. 7N4W21BA00104 and authorize the Chair to sign.

(I) Indemnity Agreement with Dan Leno for Purchase of Tax Map ID No. 7N4W21BA00104 and authorize the Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of a Sole Source Procurement for a Contract for Web-Based Access to Law Enforcement Data Systems (LEDS)	ORDER NO. 38-2016

WHEREAS, Section 6.c of the Columbia County Public Contracting Ordinance authorizes the Board of County Commissioners to award a contract for goods and services without competition when the Board determines by order that the goods or services or class of goods or services are available from only one source; and

WHEREAS, ORS 279B.075 and OAR 137-047-0275 authorize a local government to approve a sole source procurement upon finding that: (1) the efficient utilization of existing goods requires the acquisition of compatible goods or services; (2) that the goods or services required for the exchange of software or data with another public or private agency are available from only one source; (3) that the goods or services are for use in a pilot or experimental project; or (4) other findings that support the conclusion that the good or services are available from only one source; and

WHEREAS, the Columbia County Sheriff's Office requested a sole source procurement for software to provide web-based access to the State of Oregon's Law Enforcement Data System (LEDS), which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, as explained in its request, the Sheriff's office conducted research and confirmed that WebLEDS software by KRP Data Systems is the only product available that provides web-based access to LEDS; and

WHEREAS, the Sheriff's office further determined that WebLEDS is more efficient and cost effective because it better interfaces and complies with other systems that the Sheriff's office uses, thus allowing for the generation of necessary data and other features at less than half the cost of the current system; and

WHEREAS, notice of the sole source procurement was published on June 22, 2016, in the St. Helens Chronicle, a newspaper of general circulation in the County, and on the County's website; and

WHEREAS, no protests have been received, and at least seven days has passed since the date the notice was first published;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The Board finds that software for web-based access to LEDS is available from only one source, KRP Data Systems;

2. The above recitals and the findings and conclusions in the Sheriff's office report, attached hereto and incorporated herein as Exhibit A, are hereby adopted in support of the Board's decision;

3. The sole source procurement for WebLEDS software by KRP Data Systems is approved.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

COLUMBIA COUNTY SHERIFF'S OFFICE
Jeffrey M. Dickerson, Sheriff

Address: 901 Port Ave. St. Helens, OR 97051
Phone: (503) 366-4611 **Fax:** (503) 366-4644
Web Address: www.co.columbia.or.us/sheriff

May 3, 2016

Sarah Hansen
Columbia County Counsel
230 Strand Street
St. Helens, Oregon 97051

Re: Request for Sole Source Procurement

We are requesting sole source procurement based on County Ordinance 2015-2 Columbia County Public Contracting Ordinance Section 6 Subsection C 4. This states "Other findings that support the conclusion that the goods and services are available only from source".

Enclosed are two letters from Kevin Potter of KRP Data Systems. One is from January 2012 stating to the Oregon Department of Corrections that KRP Data is the sole source for the program Web LEDS. I then requested on May 2, 2016 for Kevin Potter to provide me with the same letter and if he was still the sole source provider of the Web LEDS Software. Kevin Potter provided me with a similar letter stating he was the sole source provider of the software.

KRP Data is the only source for Web LEDS Application and a web based solution for LEDS. I verified this through a telephone conversation with the LEDS Help Desk in Salem.

Web LEDS gives us the flexibility to work with LEDS on every workstation in the Sheriff' Office due to it being a web based application. ForseCom is a pay per work station (Cost about 300.00 per work station). We have a limited amount of workstations with ForseCom that we can work at to complete certain tasks.

Web LEDS is CJIS Compliant. ForseCom is not. ForseCom currently does not have the reports needed to audit users.

The cost to interface with ForseCom and ATIMS is going to be astronomical compared to Web LEDS. ATIMS will charge us $40,000.00 to interface with ForseCom due to ForseCom using old programming technology. This does not include the cost ForseCom will charge us for the integration. The total cost for the implementation of Web LEDS and interfacing with ATIMS will be $18,000.00. The yearly cost after the first year will be around $1,120.00, which is comparable to ForseCom.

Lt. Brooke McDowall
Columbia County Sheriff's Office

KRP Data Systems
PO Box 504
Roseburg, OR 97470
(541) 580-4849
www.krpdata.com

KRP Data Systems

May 2, 2016

Lt. Brooke McDowall
Columbia County Sheriff's Office – Corrections Division
901 Port Ave
Saint Helens, Oregon 97051
(503) 396-3668

Lt McDowall,

Per your request, this letter is notice that **KRP Data Systems**, of Roseburg, Oregon, is the sole-source owner and provider of the WebLEDS application system, and is the only authorized representative allowed to supply, make changes to, provide enhancements for, or redevelop any code related to the WebLEDS application system.

KRP Data Systems is representing itself as the following:

KRP Data Systems
PO Box 504
Roseburg, Oregon 97470
Phone: (541) 580-4849
Web: www.krpdata.com

If you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

Kevin Potter

Kevin Potter
President /Owner
KRP Data Systems

KRP Data Systems

KRP Data Systems
PO Box 504
Roseburg, OR 97470
(541) 580-4849
www.krpdata.com

KRP Data Systems

January 26, 2012

Oregon Department of Corrections
Attn. Sandy Etter
Procurement/Contracts Specialist
3601 State Street, Suite 280
Salem, Oregon 97301-5775
(503) 378-5931

Sandy,

Per your request, this letter is notice that **KRP Data Systems**, of Roseburg, Oregon, is the sole-source owner and provider of the WebLEDS application system, and is the only authorized representative allowed to supply, make changes to, provide enhancements for, or redevelop any code related to, the WebLEDS application system.

KRP Data Systems is representing itself as the following:

KRP Data Systems
PO Box 504
Roseburg, Oregon 97470
Phone: (541) 580-4849
Web: www.krpdata.com

If you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

Kevin Potter

Kevin Potter
President /Owner
KRP Data Systems

KRP Data Systems

SOLE-SOURCE DETERMINATION FOR SUPPLIES AND SERVICES

Memo to File

To: 287336-OR for Kevin R. Potter dba: RPA Data Systems - Web LEDS

From: OREGON DEPT OF CORRECTIONS, ITS

Analyst/Procurement Specialist: SANDY ETTER

Designated Procurement Officer: Dick Hawks, DPO

Date: 1/27/2012

Re: Sole Source Determination pursuant to Oregon Revised Statute (ORS) 279B.075 and Oregon Administrative Rule (OAR) 125-247-0275 for Kevin R. Potter dba: RPA Data Systems. The Authority to enter into a Sole-Source Contract: OAR 125-246-0170(2)(c)(H) 137-047-0275.

Authority to enter into a Sole-Source Contract: OAR 125-246-0170(2)(c)(H) 137-047-0275.

Estimated Total Value of Contract: $55,000 (11k per year thru end of 2015-2017 biennium)

Project Name: Kevin R. Potter dba: RPA Data Systems - Web LEDS

Background:

The Oregon Department of Corrections intends to award a sole source contract for the purchase of Kevin R. Potter dba: RPA Data Systems - Web LEDS.

The current and recommended vendor is Kevin R. Potter dba: RPA Data Systems, PO Box 504, Roseburg, OR 97470.

Findings:

Oregon Department of Corrections operates adult correctional institutions and legislatively-approved programs for adult felony offenders. WebLEDS is a browser based application used by the DOC and its Community Corrections partners used to access State (DMV, LEDS, Wanted Persons), NLETS, NCIC & DMV Photo Information.

Market Research Overall Finding. [Pursuant to ORS 279B.075, the ODOC has conducted market research that demonstrates that one source for this product is available within the territorial sales boundaries set forth by the vendor. Pricing from the vendor is published as most favored customer pricing as a state

(government) agency. It is noteworthy that the existing software used is WebLEDS and is the only source for this product in the USA. The letter from Kevin R. Potter dba: RPA Data Systems specifically states that they are the only vendor for the software and that the ODOC cannot purchase this product from another vendor due to their proprietary nature. The vendor letter is on file validating this point.

This is not an Opportunity but a Public Notice of Intent to Award

The State of Oregon, acting by and through the Oregon Department of Corrections (ODOC), intends to enter into a contract for goods with RPA Data Systems. The purpose is a one-time contract for continuation of WebLEDS. Compensation is not to exceed $55,000.00.

Pursuant to OAR 137-047-0275, an Affected Person may protest the determination that the services or class of services are available from only one source. The protest must be in writing and shall include the legal and factual grounds for the protest, evidence or supporting documentation that supports the grounds on which the protest is based; and relief sought. Envelopes containing protests shall be marked as follows:

Sole-Source Protest
291-4084-12
Closing Date: 02/02/12
Closing Time: 10:00 am

Attn: Sandy Etter
Oregon Department of Corrections
Purchasing and Contracts Unit
3601 State Street, Suite 280
Salem, OR 97301

and must be received by ODOC by no later than February 2, 2012 at 10:00 a.m. (Pacific Time). No protests will be considered after the date and time specified herein.

KRP Data Systems
PO Box 504
Roseburg, OR 97470
(541) 580-4849
www.krpdata.com

KRP Data Systems

March 3, 2016

Lt. Brooke McDowall
Columbia County Sheriff's Office – Corrections Division
901 Port Ave
St. Helens, OR 97051
(503) 366-4630

Lt. McDowall

Thank you for the opportunity to allow **KRP Data Systems** to provide the Columbia County Corrections Division with a proposal for WebLEDS service. WebLEDS is currently the most widely used LEDS application in the state of Oregon, with more than 12,000 users using our software. We are confident your agency will be extremely happy with the value WebLEDS can bring to you, and we will commit to working diligently to make sure our application meets your every expectation.

As such, we are pleased to provide the following proposal.

Proposal

KRP Data Systems proposes to supply the Columbia County Corrections Division with a license of our WebLEDS Enterprise Browser software system, fully installed, for the following price:

WebLEDS 60 User Licensed System: $7,000 One-time charge

This cost includes all necessary project management services with your I.T. staff and LEDS on the pre-installation steps, as well as the actual installation of the software done remotely (3-4 hour remote installation session). In addition, this cost also includes 2 remote web based training sessions (1 hour each) to provide complete end user and administrator training on usage and management of the WebLEDS system.

Once purchased, your agency's only ongoing cost will be the cost for annual software support and maintenance. This cost is currently 16% annually of a customer's total software purchase price (but may increase in the future). For the quoted 60 user license ($7,000), this amounts to $1,120 annually. Your first year's maintenance charge is included in the purchase price, so your first maintenance payment will not be due until 1 year after the installation date. Maintenance and Support is not optional, and must be maintained to use the WebLEDS software product.

KRP Data Systems does not provide the PC server required to run the application on. Your agency will be responsible for providing a server configured with the Windows Server/2012 R2 operating system. This does not have to be a dedicated server just for the WebLEDS application, and most agencies utilize an existing, already in production server for this purpose. This proposal also requires your agency to configure and establish the necessary TCP/IP VPN connection between your agency's firewall and the LEDS department firewall in Salem, over which all LEDS communications will occur between the WebLEDS server and the state LEDS system. **KRP Data Systems** will work with your agency and LEDS to facilitate the configuration of this link. Lastly, it will also be your agency's responsibility to provide (in-house or purchased) the necessary web SSL (https) certificate required to be installed in the WebLEDS server to meet CJIS SSL security requirements.

Jail Interface to ATIMS

The **WebLEDS** application system contains a very robust and easy to use Application Program Interface (API), that allows any external application systems (vendor supplied or in-house developed) to easily interface and connect to WebLEDS, for the submission and retrieval of LEDS information.. Our understanding is Columbia County is working with ATIMS and will be utilizing their Jail Management System (JMS), and desires to interface the ATIMS JMS to WebLEDS. During the past week we have had technical discussions with Project Management and Technical staff at ATIMS, and believe they are very excited and comfortable using our API to implement an interface from their JMS to WebLEDS.

KRP Data Systems proposes to supply the Columbia County Corrections Division a programmatic API interface, along with technical instruction to appropriate ATIMS staff on using the API interface, for a one-time cost of:

API Interface to ATIMS: $3,000 One-time charge

This cost includes providing all necessary API documentation and programming examples and code to ATIMS, along with telephonic consulting with their staff to help facilitate and develop the API implementation within their JMS.

If purchased, the API interface will be subjected to the same annual Support and Maintenance charge that the server is under (16%), to maintain and provide updates to the interface. On the $3,500 purchase, annual support and maintenance after the first year will be $480 ($3,000 x 16%). Support for the first year's use of the API is included, so your first maintenance payment will not be due until 1 year after the installation date. Maintenance and Support is not optional, and must be maintained to use the WebLEDS API Interface.

Thank you again for this opportunity to present you with this quote. This proposal is valid for 30 days. Upon review and acceptance of this Proposal, please sign below and return a scanned E-mailed copy of this proposal back to Kevin Potter at **KRP Data Systems**. Once we have received your signed authorized proposal, we will immediately begin working with your staff on the implementation. We look forward to working with you and your staff on this project.

Sincerely,

Kevin Potter

Kevin Potter (President/Owner)
KRP Data Systems
PO Box 504
Roseburg, OR 97470
Phone: (541) 580-4849
Email: Kevin@KRPdata.com

KRP Data Systems

SIGNATURE PAGE
WebLEDS Software Purchase
3/3/2016

By signature, the Columbia County Corrections Division accepts this Software Proposal and here-by authorizes **KRP Data Systems** to commence work on this project, and commits funds to the payment of this project.

KRP Data Systems:

Kevin Potter	Owner – KRP Data Systems	3/3/2016
Signature	Title	Date

Licensee:

Signature	Printed Name	Date
Printed Title	Printed Agency	

Professional Services – Work Order Quote

ATIMS
Advanced Technology Information Management Systems
an Act•1 Group company
We Stand Behind Your Convictions!

Requested Services and Pricing Agreement for: Columbia County, OR Sheriff's Office

Attn: Brooke McDowell
901 Port Ave
St. Helens, OR 97051

Date: March 3, 2016

Requested Enhancement: WebLEDs Interface

	Quantity	Total
Description: ATIMS will develop an interface with WebLEDS for Warrants and Criminal history.		
The following assumptions are defined for the project:		
1. **Wants and Warrants** – WebLEDs provides pseudo-synchronous Http POST host that ATIMS JMS will use to retrieve Wants and Warrants for the inmate. We will save the data received and present to the user.	1	$5,000
2. **Criminal History** – WebLEDs provides pseudo-synchronous Http POST host that ATIMS JMS will use to retrieve the Criminal History of the inmate. We will save the data received and present to the user.	1	$5,000
Installation and Configuration		*Included*
Discount if implemented as part of JMS implementation – 15%		*($1,500)*
TOTAL COST		**$8,500**

~Quote is valid for 30 days
~Payment Terms: 50% upon approval and the remaining 50% upon installation

Important -- Customer Please Read
Software - The Customer is financially responsible for the purchase of all non-ATIMS software. This includes all Microsoft and other 3rd party software. The following list includes examples of software that are NOT included in the contract price, unless otherwise stated: Microsoft operating systems (Windows 7/8/10 Workstation, Windows 2008/2012 Server), Microsoft Office, Microsoft SQL Server, Internet firewall software and camera application software. In addition, all 3rd party software packages not listed above are the financial responsibility of the Customer unless otherwise stated.

Hardware - The Customer is financially responsible for the purchase of all hardware. This includes PC Servers, PC Workstations; uninterruptible power supplies (UPS), cameras, camera station control boards and video cards, cables, wiring and other miscellaneous installation materials. All hardware purchases are the financial responsibility of the Customer and are NOT included in the contract price unless otherwise stated.

IN WITNESS WHEREOF, the party has caused this Pricing Agreement to be executed by their duly authorized representative on the date(s) shown below.

Advanced Technology Information Management Systems
ATIMS
an Act•1 Group company
We Stand Behind Your Convictions!

Accepted and Approved by Customer:

Signed: _____

Printed: _____

Title: _____

Date: _____, 2016

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Directing the Sale of Real Property Acquired By Columbia County	))))	**ORDER NO. 40-2016** (To Hold Sheriff's Sale)

WHEREAS, ORS 275.110 provides that whenever the Board of County Commissioners considers it to be in the best interest of the County to sell any real property acquired in any manner by the County, it shall enter an order on its records directing the Sheriff to sell the property, fixing the minimum price for the property and setting the conditions and terms of sale; and

WHEREAS, the Board considers it to be in the best interest of the County to sell the real property listed in Exhibit "A," which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Sheriff of Columbia County is directed to sell the real property listed on Exhibit "A" on the 17th day of August, 2016 in the lobby of the Columbia County Community Justice facility located at 901 Port Avenue, St. Helens, Oregon.

2. In accordance with ORS 275.110, Exhibits "A" and "B" to this Order identify the specific properties to be sold at the Sheriff's Sale, fix the minimum sale prices for the properties being sold and, along with specific conditions provided for in this Order, define the terms and conditions of the sale. Exhibits "A" and "B" are attached hereto and are incorporated herein by this reference.

3. Notwithstanding anything to the contrary in Exhibit B, Bid Items 2 and 10 on Exhibit A will include special conditions of sale that will be more fully set out in the earnest money agreements for the subject properties. The earnest money agreements will be made available for review on or before August 1, 2016. Specifically:
    a. Bid Item 2, is a contaminated property located at 280 E. Highway 30 in Clatskanie. A prospective purchasers agreement with the Oregon State Department of Environmental Quality will be required prior to closing, with the buyer being fully responsible for all costs associated with that effort. The earnest money agreement will provide for up to

six months to complete this work. DEQ records related to this property are maintained in DEQ's ECSI data base as Site #130.

b. Bid Item 10, has an uninhabitable trailer on the property, along with trash and debris inside and outside of the trailer. The buyer will be required to dispose of the trailer and debris in accordance with applicable laws, with the earnest money agreement providing up to three months for that work to be completed. Additionally, the purchase deposit for the property will be $10,000 rather than 15% of the minimum bid amount, with the deposit to serve as a guarantee that the required work will be completed in accordance with the earnest money agreement.

4. The Sheriff shall publish a notice of the sale of such real property in the St. Helens Chronicle, a newspaper of general circulation in Columbia County, once each week for four consecutive weeks prior to such sale in the manner provided by ORS 275.120. The Sheriff shall also publish a notice of sale in the Vernonia Voice, South County Spotlight, Clatskanie Chief and Longview Daily newspapers one time prior to the sale.

5. Proof of publication of such notice shall be made in the same manner as proof of publication of summons is made, and shall be filed by the Sheriff with the Columbia County Clerk, and then recorded in the Columbia County Deed Records.

6. The sale will be marketed in other ways deemed reasonable by the County.

7. No elected or appointed County officer or employee, their family members, or intermediaries may purchase property at the sale, directly or indirectly.

8. Columbia County reserves the right to remove any property from the sale at any time before the sale for any reason.

Dated this _____ day of July 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

All property offered "AS-IS"

Columbia County
PROPERTY LIST
August 17, 2016 Sheriff's Sale

EXHIBIT "A"

BID ITEM	TAX ACCT. NO.	TAX MAP ID NO.	ADDRESS	CITY	IMPROVEMENTS/SPECIAL CONDITIONS	VALUE*	Minimum Bid	SIZE	ZONING	CODE	Deed
1	17589	5N2W36C000300	32937 Pittsburg Rd	St. Helens	Derelict wooden structure on premises. No special conditions.	$234,500	**$234,500**	5.54	CO:FA80	02-11	2014 6859
2	26140	7N4W08-DB-05400	280 E Hwy 30,	Clatskanie	Commercial building on premises. Contaminated property. Buyer will be required to enter into a prospective purchaser agreement with the State Department of Environmental Quality within a timeframe acceptable to the County.	$65,186	**$32,593**	.27 Ac	CL:C-1	05-01	2007-13480
3	4067	3N2W12-DB-0220	Greenwood Addn to	Scappoose		$75,427	**$75,427**	5,375	SC:R4	01-01	2015-8939
4	16196	5N2W24-B0-00600	33398 Smith Road	St. Helens		$84,640	**$63,480**	.25 Ac	CO:RR-5	02-08	2003
5		**BID ITEM 5**	**2 lots**				**$53,673**				
	22340	4N4W03-BB-01600	1170 Ivy	Vernonia		$24,454		0.23	VR:R	04-01	2015-8939
	22338	4N4W03-BB-01400	1181 Juniper St	Vernonia	Derelict structures on property. No special conditions.	$82,892		0.46	VR:R	04-01	2015-8939
6	23434	4N4W05-DA-05800	943 Cougar St	Vernonia	Derelict home on property. No special conditions.	$106,020	**$53,010**	5600 sf	VR:GR	04-01	2014 6859
7	24460	5N4W23-CA-00900	62411 Nehalem Hwy N	Vernonia	Shed on property. No special conditions.	$54,315	**$40,736**	.30 ac	CO:RR-5	03-04	2013-8254
8		**BID ITEM 8**	**4 lots**				**$41,013**				
	18436	7N2W17-AC-01500	Off Mill Street	Rainier		$1,520		1317 sf	RN:R-2	03-01	2011-7462
	18434	7N2W17-AC-01400	Off Mill Street	Rainier		$11,866		2423 sf	RN:R-3	03-01	2011-7462
	18433	7N2W17-AC-01301	Off Mill Street	Rainier		$24,658		5030 sf	RN:R-3	03-01	2011-7462
	18432	7N2W17-AC-01300	Off Mill Street	Rainier		$16,640		4175 sf	RN:R-3	03-01	2011-7462
9	14702	5N1W28-DB-03301	At end of 6th Street,	Columbia City		$51,473	**$38,604**	10,000sf	CC:R-2	02-03	2009-10027
10	26596	7N4W21-BA-00400	18260 Johnson Rd	Clatskanie	Derelict mobile home on property. Buyer will be required to remove mobile home and debris.	$59,740	**$29,870**	.38 ac	CO:RR-5	05-06	2015-8939
11	22333	4N4W03-BB-01200	1184 Juniper Street	Vernonia		$36,177	**$27,132**	1.04 ac	VR:R	04-01	2012-477
12	26043	7N4W08-DA-01600	NE 7th	Clatskanie		$20,280	**$15,210**	6752 sf	CL: R-1	05-01	2014 6859
13	25266	6N5W06-BC-03500	Fishhawk Lakes Estates	Birkenfeld		$16,640	**$12,480**	.22 ac	CO:RR-5	04-04	2015-8939
14		**BID ITEM 14**	**7 lots**				**$3,920**				
	7238	3N2W24-BC-06600	Lot 26, Block 12, Columbia Acres No. 2,	Scappoose		$560		.20 ac	CO: RR-5	01-08	2015-8939
	7239	3N2W24-BC-06700	Lot 27, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7240	3N2W24-BC-06800	Lot 28, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7241	3N2W24-BC-06900	Lot 29, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7242	3N2W24-BC-07000	Lot 20, Block 12, Columbia Acres No. 2,	Scappoose		$560		.19 ac	CO: RR-5	01-08	2015-8939
	7281	3N2W24-BC-10900	Lot 24, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7282	3N2W24-BC-11000	Lot 25, Block 12, Columbia Acres No. 2,	Scappoose		$560		.16 ac	CO: RR-5	01-08	2015-8939
15		**BID ITEM 15**	**7 lots**				**$3,920**				
	7231	3N2W24-BC-05900	Lot 10, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO:RR-5	01-08	2015-8939
	7232	3N2W24-BC-06000	Lot 11, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7233	3N2W24-BC-06100	Lot 12, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7234	3N2W24-BC-06200	Lot 13, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7235	3N2W24-BC-06300	Lot 14, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7236	3N2W24-BC-06400	Lot 15, Block 11, Columbia Acres No. 2,	Scappoose		$560		.20 ac	CO: RR-5	01-08	2015-8939
	7237	3N2W24-BC-06500	Lot 16, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
16		**BID ITEM 16**	**6 lots**				**$3,360**				

Updated 7/6/16

Bands of Color indicate property that must be purchased together.

All property offered "AS-IS"

Columbia County
PROPERTY LIST
August 17, 2016 Sheriff's Sale

EXHIBIT "A"

BID ITEM	TAX ACCT. NO.	TAX MAP ID NO.	ADDRESS	CITY	IMPROVEMENTS/SPECIAL CONDITIONS	VALUE*	Minimum Bid	SIZE	ZONING	CODE	Deed
	7283	3N2W24-BC-11100	Lot 17, Block 14, Columbia Acres No. 2,	Scappoose		$560		0.34 ac	CO: RR-5	01-08	2015-8939
	7284	3N2W24-BC-11200	Lot 16, Block 14, Columbia Acres No. 2,	Scappoose		$560		0.14 ac	CO: RR-5	01-08	2015-8939
	7285	3N2W24-BC-11300	Lot 15, Block 14,Columbia Acres No. 2,	Scappoose		$560		0.14 ac	CO: RR-5	01-08	2015-8939
	7286	3N2W24-BC-11400	Lot 14, Block 14, Columbia Acres No. 2,	Scappoose		$560		0.14 ac	CO: RR-5	01-08	2015-8939
	7287	3N2W24-BC-11500	Lot 13, Block 14, Columbia Acres No. 2,	Scappoose		$560		0.14 ac	CO: RR-5	01-08	2015-8939
	7288	3N2W24-BC-11600	Lot 12, Block 14, Columbia Acres No. 2,	Scappoose		$560		0.14 ac	CO: RR-5	01-08	2015-8939
17		**BID ITEM 17**	**4 lots**				**$2,240**				
	7275	3N2W24-BC-10300	Lot 18, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7276	3N2W24-BC-10400	Lot 19, Block, 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7277	3N2W24-BC-10500	Lot 20, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7278	3N2W24-BC-10600	Lot 21, Block 12, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
18		**BID ITEM 18**	**4 lots**				**$2,240**				
	7225	3N2W24-BC-05300	Lot 4, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7226	3N2W24-BC-05400	lot 5, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7227	3N2W24-BC-05500	Lot 6, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7228	3N2W24-BC-05600	Lot 7, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
19		**BID ITEM 19**	**3 lots**				**$1,620**				
	7214	3N2W24-BC-04200	Columbia Acres No. 2	Scappoose		$500		.17 Ac	CO:RR-5	01-08	2012-477
	7229	3N2W24-BC-05700	Lot 9, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
	7230	3N2W24-BC-05800	Lot 8, Block 11, Columbia Acres No. 2,	Scappoose		$560		.17 Ac	CO: RR-5	01-08	2015-8939
20		**BID ITEM 20**	**2 lots**				**$1,000**				
	7015	3N2W23-AD-08400	On Spruce near Canyon Drive, Columbia Acres	Scappoose		$500		.14 ac	CO:FA-80	01-08	2013-8254
	7014	3N2W23-AD-08300	On Spruce near Canyon Drive, Columbia Acres	Scappoose		$500		.21 ac	CO:FA-80	01-08	2013-8254
21		**BID ITEM 21**	**3 lots**				**$1,500**				
	7011	3N2W23-AD-08000	Columbia Acres, On Spruce near Summit Drive,	Scappoose		$500		.35 ac	CO:FA-80	01-08	2013-8254
	7009	3N2W23-AD-07800	On Spruce near Summit Drive, Columbia Acres	Scappoose		$500		.21 ac	CO:FA-80	01-08	2013-8254
	7008	3N2W23-AD-07700	On Pine near Summit Drive, Columbia Acres	Scappoose		$500		.21 ac	CO:FA-80	01-08	2013-8254
22		**BID ITEM 22**	**3 lots**				**$1,500**				
	6974	3N2W23-AD-04300	On Spruce near Summit Drive, Columbia Acres	Scappoose		$500		0.01 ac	CO:RR-5	01-08	2013-8254
	6973	3N2W23-AD-04200	On Spruce near Summit Drive, Columbia Acres	Scappoose		$500		0.04 ac	CO: RR-5	01-08	2013-8254
	6972	3N2W23-AD-04100	On Spruce near Summit Drive - Columbia Acres #3	Scappoose		$500		.15 ac	CO:FA-80	01-08	2013-8254
23		**BID ITEM 23**	**1 lot**				**$560**				
	7202	3N2W24-BC-02900	Lot 2, Block 10, Columbia Acres No. 2,	Scappoose		$560		.15 ac	CO: RR-5	01-08	2015-8939
24		**BID ITEM 24**	**1 lot**				**$500**				
	7018	3N2W23-AD-08700	On Spruce near Canyon Drive, Columbia Acres	Scappoose		$500		.15 Ac	CO:FA-80	01-08	2013-8254

The County makes no represetntation or warranty as to any information contained in this Exhibit "A", including, but not limited to, any information related to size, condition, zoning or suitability of the properties for uses intended by prospective

* Value is based on the projected Real Market Value as of January 1, 2016 (for tax year beginning July 1, 2016), as determined by the County Assessor; on-line County summaries have a different value.

Updated 7/6/16
Bands of Color indicate property that must be purchased together.

EXHIBIT B
Columbia County August 17, 2016 Sheriff's Sale
Order No. 40-2016
Terms and Conditions

Day of Sale

1. The sale will be located in the lobby of the Columbia County Community Justice facility located at 901 Port Avenue, St. Helens, Oregon.
2. Bidders, must: (i) accept the terms and conditions of the sale in writing before 9:45 a.m. on the day of the sale; and (ii) be physically present to bid. Bidder agents must submit the terms and conditions acceptance, signed by the bidder, along with written evidence of the agent's authority to act on behalf of the bidder (e.g. a copy of a sufficient power of attorney).
3. The sale will start at 10 a.m. and will conclude when bidding is completed, or at 4 p.m., whichever is earlier. The sale can be adjourned from day to day for not to exceed 30 days.
4. The properties, or groups of properties, being sold are collectively referred to as "the Property or Properties," herein.
5. The Properties will be sold in the order listed on the final Property list (the Property List), with no certainty as to the timing a property-specific sale.
6. Except as to Bid Items 2 and 10, which are addressed more specifically in the body of Order 40-2016, minimum bids and special sale conditions, if any, are as shown on the Property List.
7. The Properties will be sold to the highest bidder by oral auction.
8. Prospective purchasers are encouraged to perform their own due diligence review of the title and physical circumstances of a Property, subject to the understanding that: (i) the County will not be responsible for injuries resulting from Property inspections; and (ii) prospective purchasers <u>are not</u> authorized to enter structures on the Properties without the written permission of the County.
9. Bidders may not: (i) attempt to influence the bidding of others; (ii) conspire with other bidders to reduce the price of a Property; or (iii) otherwise act to defeat an open, fair-market bidding process.
10. Bidding for each bid item on the Property List will be completed when an apparent high bidder has been named, or when a determination is made that no bids will be forthcoming for the bid item.
11. To be declared an "apparent high bidder," a bidder must: (i) be 18 years old or older; (ii) have accepted the sale terms and conditions in writing; and (iii) deposit at least 10% of the minimum bid ("the Deposit") for the Property, or group of properties, with the Deposit to be in the form of cash, money order or cashier's check made out to the Columbia County Sheriff's Office.
12. Apparent high bidders will receive a certificate of sale ("Sale Certificate") on the day of the sale. The Sale Certificate will provide: (i) a particular description of the Property; (ii) the whole purchase price; (iii) a receipt for the Deposit; and the date that the remaining amount due on the Property must be paid. The name and relationship (e.g., "tenants by the entirety") of the purchaser(s) shown on the Sale Certificate will carry forward to the County deed.

Post-Sale Actions

1. Apparent high bidders will receive a non-negotiable Columbia County earnest money agreement ("the Agreement") by August 31, 2016. The Agreement must be signed and returned to the County by September 15, 2016, along with a money order or cashier's check for the remaining amount due under the Agreement. If the apparent high bidder's Deposit check does not clear the bank it was drawn on by August 24th, or, if the signed Agreement is not returned to the County by September 15th, the Deposit will be forfeited to the County.

Earnest money agreements for Bid Items 2, 5 and 6 include special conditions that should be reviewed carefully before making bids on those Properties.

2. All Properties will be conveyed by quitclaim deed ("the Quitclaim Deed"), AS-IS, without covenants or warranties and subject to any municipal liens, easements and encumbrances of record.
3. Except when additional time is reasonably necessary, the County will record Quitclaim Deeds within forty-five (45) days of a signed Agreement being returned to the County along with remaining amounts due under the Agreement, including a $145.00 administrative fee.
4. The Quitclaim Deeds will reserve to the County:
    a. All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained; and, as applicable,
    b. All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

General Conditions

1. THE COUNTY MAKES NO WARRANTY OF ANY KIND AS TO THE PROPERTIES, INCLUDING, BUT NOT LIMITED TO, SIZE, CONDITION, ZONING OR SUITABILITY OF THE PROPERTIES FOR USES INTENDED BY PROSPECTIVE PURCHASERS.
2. The County will not process Deposit checks for unsuccessful bidders. Unsuccessful bidders will be fully responsible for working with their respective banks to convert the Deposit checks back to cash.
3. Successful bids are not assignable or transferrable to another party, except in accordance with the Earnest Money Agreement signed by the apparent high bidder.
4. Columbia County reserves the right, for any reason, to remove Property, from the Sheriff's Sale prior to the commencement of bidding on the Property.
5. Properties not sold at the Sheriff's Sale will be qualified for private sale by the County in accordance with ORS 275.200(2) (Sale of Land Not Sold by Sheriff).

Sale Information:

The August 17, 2016 Sheriff's Sale binder can be viewed at the Columbia County Offices, or online at http://bit.ly/293QeKm, which is an abbreviated link to the County's "Surplus Property" web page. Binder contents include: the Property List and maps; the Quitclaim Deed form; the Certificate of Sale Form; and Earnest Money Agreement forms.

Pre-sale questions should be directed to the County property administration contractor, Planchon Consulting: Shannon@planchonconsulting.com or at 503-467-8599.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying Certain Real Property	)	
In Clatskanie, Oregon, to Wenda Hall	)	**ORDER NO. 41–2016**
Tax Map ID No. 7N4W21BA00104	)	

WHEREAS, certain real property in Columbia County, Oregon, which has been assigned Tax Account No. 26593 and Tax Map ID No. 7N4W21BA00104 (the "Property"), was foreclosed upon for non-payment of ad valorem real property taxes in *Columbia County* v. *2305 Columbia Building, LLC, et al.,* Case No. 13-CV05366; and

WHEREAS, General Judgment was entered in Columbia County v. 2305 Columbia Building, LLC., on January 3, 2014, nunc pro tunc October 3, 2014, and the Property was conveyed to Columbia County on October 21, 2015, by deed recorded in the deed records of the Columbia County Clerk as Instrument No. 2015-008939; and

WHEREAS, the Property is generally depicted on Exhibit "1" hereto, and specifically described in the Purchase and Sale Agreement (the "PSA"), which is attached hereto as Exhibit "2" and is incorporated herein by this reference; and

WHEREAS, ORS 275.180 provides that the County, in its sole discretion may at any time, without the publication of notice, sell and convey by deed signed by the Board of County Commissioners to the record owner, any property acquired by the County for delinquent taxes for not less than the amount of taxes and interest accrued and charged against such property at the time of purchase by the County with interest at the rate of six percent per annum from the date of such purchase; and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Wenda Hall; and

WHEREAS, the Property is deemed surplus to the County's needs; and

WHEREAS, it is in the best interest of the County to sell the Property to the prior record owners for $3,500.00, plus additional transaction costs, in accordance with the terms and conditions of the PSA; and

WHEREAS, the agreed upon purchase price complies with the requirement of ORS 275.180 that the Property be sold for not less than the amount of taxes and interest accrued and charged against such property at the time of transfer to the County with interest at the rate of six percent per annum from the date of such purchase;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.180, the Board of County Commissioners authorizes the sale of the above-described Property to Wenda Hall.

2. The Board of County Commissioners shall enter into a PSA with Wenda Hall in a form substantially the same as "Exhibit "2" hereto, which is incorporated by reference.

3. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit A to the attached PSA.

4. The fully executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

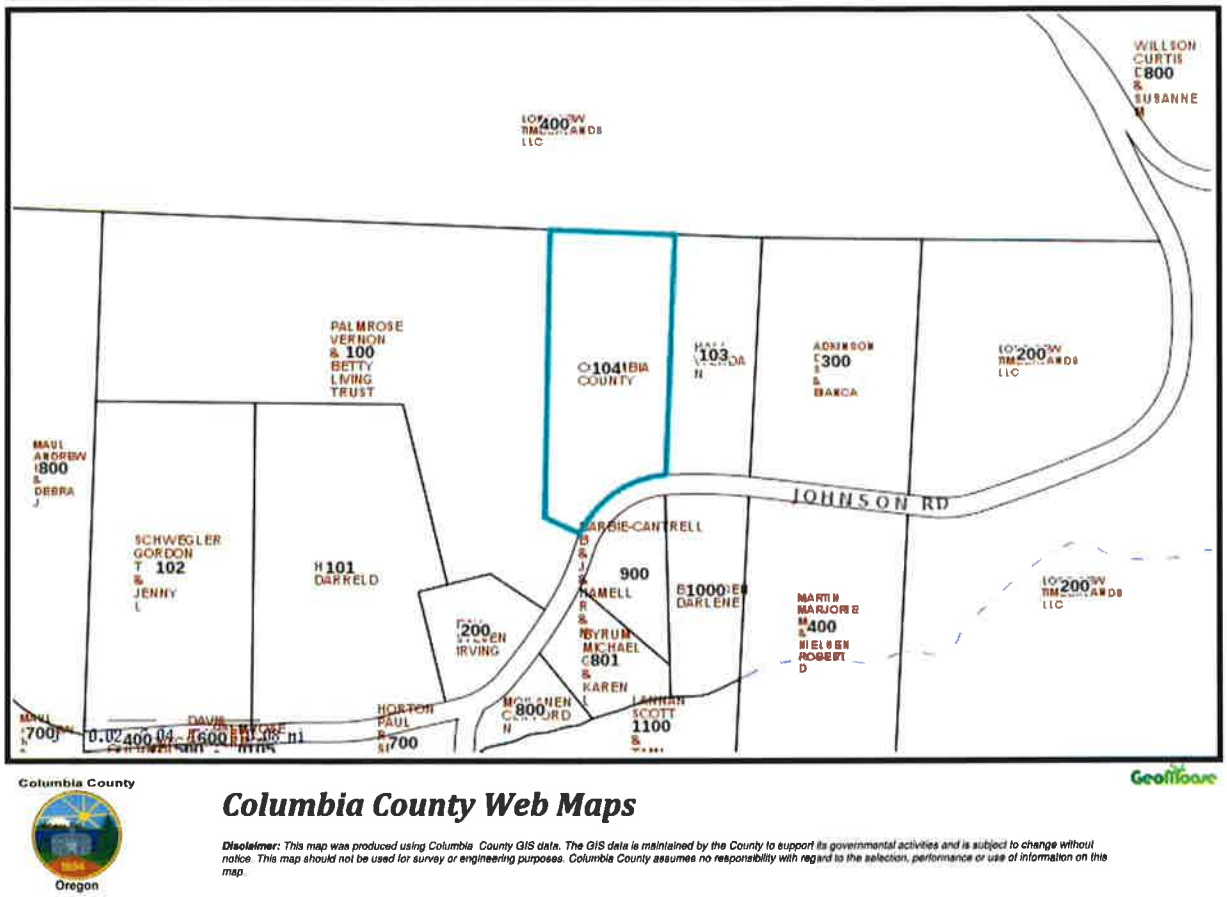
By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT 1



Columbia County

Oregon

Columbia County Web Maps

Disclaimer: *This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.*

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

Dated: _____ , 2016

BETWEEN **COLUMBIA COUNTY**, a political subdivision of the State of Oregon ("Seller")

AND Wenda Hall ("Buyer")

RECITALS

WHEREAS, on January 3, 2014, *nunc pro tunc* October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building, LLC, et. al.,* Case No. 13CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Clatskanie, Oregon, which was formerly owned by Wenda Hall; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N4W21BA00400, is located adjacent to 18485 Johnson Road, in Clatskanie, and is more particularly described as follows:

> A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:
> Beginning at the North quarter comer of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of Columbia County, Oregon (the "Property"); and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Wenda Hall; and

WHEREAS, the Columbia County Board of Commissioners has determined that it is in the best interest of the County to sell the Property to Wenda Hall, in accordance with ORS 275.180; and

WHEREAS, certain unoccupied improvements and personal property items are located on the Property; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms.

1. Purchase Price. The total purchase price shall be $2,500.00, which includes taxes, interest and penalties due on the Property through July 28, 2016.The County has received $500.00 from Mr. Dan Leno on behalf of Buyer, which will be applied to the purchase price. In the event that the sale does not close through no fault of Seller, the deposited funds will be forfeited and Buyer will be fully responsible for amounts owed, if any, to Mr. Leno.

2. Transaction Costs. In addition to the purchase price, Buyer will pay $2,000.00, or actual transaction costs, whichever is less, with said costs to include recording fees, consultant costs and County staff time.

3. Sale Contingency. The sale provided for in this Agreement will be contingent upon Buyer's simultaneous sale of the Property to Mr. Dan Leno, or another party acceptable to the County for consideration in an amount not less $26,260. The sale provided for in this Agreement is further contingent upon the proceeds from the sale of the Property to Mr. Leno being simultaneously used to fund the purchase under this Agreement and to remedy the default on the reverse mortgage that encumbers Buyer's adjacent home site property located at 18485 Johnson Road. Specific terms and conditions of this contingency are as follows:
   A. The sale of the Property to Buyer and subsequently to Dan Leno will occur in accordance with a simultaneous escrow closing on or before August 19, 2016 pursuant to escrow instructions approved in writing by Seller.
   B. The Sale of the Property from Buyer to Mr. Leno will be in accordance with a purchase and sale agreement between Buyer and Mr. Leno, which Seller will not a party to and will not be provided a copy of. Buyer and Mr. Leno will be responsible for all costs associated with that agreement, including but not limited to deed preparation and closing costs.
   C. Dan Leno will open an escrow account at Ticor Title in St. Helens, Oregon, and shall be responsible for paying all escrow fees. Mr. Leno will deposit funds in said escrow that

are sufficient to complete the simultaneous closings required by this Agreement, together with all escrow fees, with said funds to be deposited on or before 4 p.m. on July 11, 2016.

D. Dan Leno will sign and deliver to escrow an indemnification agreement in substantially the same form as Exhibit B hereto.

4. Condition of Property and Title.

A. Buyer shall acquire the Property "AS IS" with all faults.

B. Seller shall convey the Property without warranty through a quitclaim deed substantially the sale as Exhibit A (the Quitclaim Deed).

C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.

D. The Quitclaim Deed will reserve to Seller:

   i. The mineral and associated rights specifically provided for in Exhibit A; and, if applicable

   ii. All rights to any County, public, forest C.C.C. roads.

B. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

5. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date, unless otherwise specified or waived by Seller:

A. Section 3 contingency requirements being fulfilled to Seller's complete satisfaction.

B. Buyer delivering to escrow the balance of the purchase price ($2,000.00), along with the transactions costs provided for in Section 2, with said transaction costs to be defined in the escrow instructions, or supplemental instructions, approved by Seller.

C. Buyer delivering to escrow any other funds due to be paid under this Agreement no later than the Closing Date.

D. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4

above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all personal property from the Property within sixty (60) days of said termination, after which time it will be deemed abandoned and subject to removal by the Seller. In the event of said termination, Buyer agreements provided for in Section 4.D. above shall survive termination.

6. Default; Remedies. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. Buyer and Seller intend to close the sale by Thursday, July 28, 2016, but no later than Thursday August 19, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyer has notified Seller that Buyer is prepared to close. The sale shall be "Closed" when the funds provided for in Section 4.B. are delivered to Seller, Financial Freedom (a division of CIT Bank, N.A.) and Wenda Hall and all deeds are recorded.
8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 7 above. Buyer acknowledges that current use of the Property for personal property storage is not authorized by Seller and is done so at Buyer's risk and liability. Notwithstanding this acknowledgement, Buyer will maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and will not cause or permit any waste. Risk of loss or damage to the Property shall be Buyer's until Closing and Buyer's at and after Closing. Buyer acknowledges and agrees that Buyer is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property. This paragraph shall survive Closing and shall not merge with the deed.

10. General Provisions.
    a. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

    The notice addresses are as follows:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	Wenda Hall
c/o Board Office Administrator	18485 Johnson Road

230 Strand, Room 318
St. Helens, OR 97051

Clatskanie, OR 97016

b. Assignment. Neither party may assign this Agreement.

c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.

d. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A – Quitclaim Deed; and Exhibit B, Dan Leno Indemnification.

e. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.

   i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

   ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

   iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.

   iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

f. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

g. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

h. No Third Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

i. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

j. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

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

STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:

WENDA HALL

_____
[Signature]

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Date: _____

Approved as to form:

By: _____
Office of County Counsel

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Wenda Hall
18485 Johnson Road
Clatskanie, OR 97016

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

EXHIBIT A

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Wenda Hall, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N4W21BA00104 and Tax Account No. 26593, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $3,500.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 41- 2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of , 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A
(to Quitclaim Deed)

Tax Account No. 26593
Tax Map ID No7N421BA00104

A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the North quarter comer of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of Columbia County, Oregon.

EXHIBIT B
(to Purchase and Sale Agreement)
DAN LENO INDEMNIFICATION

I HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COLUMBIA COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN COLUMBIA COUNTY AND WENDA HALL, DATED _____ __, 2016, OR THE PROPERTY THE AGREEMENT RELATES TO, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LIABILITIES, IF ANY, ARISING FROM THE PROPERTY.

THIS INDEMNIFICATION WILL SURVIVE THE CLOSING PROVIDED FOR IN THE _____ __, 2016 PURCHASE AND SALE AGREEMENT, AND SHALL NOT MERGE WITH THE DEED.

BY: _____ DATE: _____
DAN LENO

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Anthony Hyde, Chair

By: _____
Office of County Counsel

Northwest Oregon Regional Housing Rehabilitation Grant Program
Community Action Team

SUBGRANT AGREEMENT AND AGREEMENT FOR GRANT ADMINISTRATION

Subgrantee Unique Entity Identifier: 93-0554156

Subgrantee Name: Community Action Team, Inc.

FAIN: B-15-DC-41-0001

Federal Award Date: July 22, 2015

Subaward period of performance start and end date: 24 months from Contract execution (3/21/16); March 20, 2018

Amount of federal funds obligated to Subgrantee by County: $300,000

Total Amount of federal funds obligated to the Subgrantee by the County: $300,000

Total amount of federal award: $300,000

Total Amount of the Federal Award committed to the Subgrantee by the pass-through entity: $300,000

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

The FFY 2015 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

(a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
(b) Name of pass-through entity: Oregon Infrastructure Finance Authority
(c) Contact information for awarding official of the pass-through entity: Robert Ault, Program Services Division Manager. 503-551-0917

CFDA Number and Name; 14.228 Community Development Block Grant

Identification of whether the award is R&D: Award is not R&D

Indirect cost rate for the Federal award: NONE

THIS AGREEMENT, made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY " or "Local Jurisdiction"), and COMMUNITY ACTION TEAM, INC., OF COLUMBIA COUNTY, an Oregon nonprofit corporation (hereinafter "CAT" or "Subgrantee"), is for and in consideration of their mutual promises and for their mutual benefits.

RECITALS

A. The Local Jurisdiction has received the following awards from the State of Oregon ("**State**"): Community Development Block Grant (CDBG) **Contract # H15014** between Oregon Business Development Department –Infrastructure Finance Authority (IFA) and the Local Jurisdiction (the "Grant Contract"). The Grant Contract is attached as **Exhibit A** and is incorporated herein. The purpose of this grant is to provide housing rehabilitation grants to low and moderate income homeowners to upgrade their homes and eliminate safety and health hazards. A condition of the Grant is that County shall enter into a subgrant agreement with CAT, a non-profit certified as a sub-grantee. CDBG program rules authorize Columbia County to procure Grant Administration services directly from CAT because CAT is a certified subgrantee.

B. The Grant Contract is subject to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (**"the Act**"), 24 CFR §570 Subpart I (570.480-.497) ("**the Regulations**"), ORS Chapter 285a, and OAR 123-080-0000 et seq., the Uniform Grant Guidance, 2 CFR 200 -520 (**"UGG"**), the 2015 Method of Distribution ("**the MOD**"), and the Grant Management Handbook ("**the GMH**"). The Act and Regulations require that all activities carried out with grant funds be **"eligible activities**" as defined in Section 105(a) of the Act (42 USC §5305(a)), the UGG, the current MOD and the GMH.

C. Subgrantee certifies that it is a qualified nonprofit organization through which the CDBG funds can be defederalized under the authority of 105(a)(15) of the Act. Further, Subgrantee certifies as follows:

1. It is a tax exempt organization under Section 501(c)(3) or 501(c)4 of the Internal Revenue code of 1986;

2. Subgrantee has as one of its primary purposes (as outlined in its bylaws, articles of incorporation or charter) to provide affordable housing that is decent, safe and sanitary for low and moderate income Oregonians, in the non-entitlement areas of the state;

3. Subgrantee serves the development needs of the communities in the non-entitlement areas of the state and is carrying out a neighborhood revitalization, community economic development, or energy conservation project in accordance with 105(a)(15) of the Housing and Community Development Act (HCDA);

4. Subgrantee has reasonable accommodation policies; and

5. Subgrantee must retain control of the CDBG funds, and manage the bank accounts and disbursements. Subgrantee's Board must retain approval authority for all expenditures.

D. The Grant Contract requires the County to enter into a subgrant agreement with Subgrantee. According to the Grant Contract, Subgrantee will:

1. Provide Grant Administration and Program Management Services meeting all requirements of the Grant Contract and according to the terms of this Agreement;

2. Manage the Regional Housing Rehabilitation Grant Program (RHRGP) in accordance with the CDBG program requirements, including but not limited to:

   a) Be the owner of all program policies, processes and procedures;

   b) Be responsible for these minimum activities: all final grant decisions; compliance with all CDBG program requirements, and final accountability for all CDBG funds;

   c) Ensure that RHRGP grants are provided for projects that meet the CDBG low- and moderate-income housing direct benefit national objective of 24 CFR 570.483(b)(3); and

   d) Carry-out the program with its own staff.

3. Provide all matching funds as described in Exhibit E to the Grant Contract.

4. Subgrantee will administer the Grant in accordance with the Act, the Regulations, UGG, MOD and GMH, and on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

I. ELIGIBLE ACTIVITIES

A. For the use of initial grant funds, eligible activities are those set out in § 105(a) of the Act (see Recital B), the MOD, and the Grant Contract.

B. In all cases, the activities will benefit low- and moderate-income persons.

C. No manufactured homes built prior to 1977 can be rehabilitated with CDBG funds.

II. RESPONSIBILITIES OF LOCAL JURISDICTION

Local Jurisdiction has these responsibilities under the Grant Contract:

A. County is responsible to the State for all the federal CDBG compliance requirements assigned to the subgrantee. These requirements remain the obligation of the local jurisdiction until closeout of the Grant Contract with the State.

B. Grant Contract Responsibilities: With regard to the Grant Contract, Local Jurisdiction shall:

1. **Monitor and Oversee Subgrantee.** With regard to activities carried out by Subgrantee under the Grant Contract and with regard to any program income, Local Jurisdiction shall be responsible to the State to:

   a) Provide monitoring and oversight as required by the State, the Act and Regulations, the current MOD and GMH, and the applicable grant agreement;

   b) Ensure that Subgrantee complies with the Act and Regulations, the current MOD and GMH and the terms of this Subgrant Agreement;

   c) To the extent allowed under Section VII of this Agreement, recover on behalf of the State any liabilities that may arise as the result of the breach of the grant contract by Subgrantee;

   d) Hold quarterly meetings with Subgrantee to monitor program requirements and ensure that all program activities comply with the Act

and Regulations. Participants will review applications and other program documentation to ensure that program requirements are being met in a timely manner;

e) Identify County personnel to work with Subgrantee to ensure that all program requirements are being met in a timely manner;

f) Review and ensure all reports, cash requests and other submission to IFA from Community Action Team are complete and accurate before submission to IFA;

g) Ensure that IFA is provided all required reports in a timely fashion and/or submitted on time, if there is a specified deadline;

h) Ensure that the Subgrantee is compliant with IFA approved RHRGP policies which are attached hereto as Exhibit "B" and are incorporated herein by this reference and the terms and conditions of this subgrant agreement;

i) Other miscellaneous items such as, but not limited to, the return of the executed grant contract to IFA, conduct a second public hearing and submit the affidavit of publication and final hearing minutes to IFA, and complete the project completion report to IFA etc., in accordance with the current GMH.

2. **Comply with Fair Housing Requirements.** Local Jurisdiction shall be responsible to the State to:

   a) Provide to the State a copy of an adopted Fair Housing resolution, with evidence (affidavit of publication) that such resolution has been published and documentation that the local jurisdiction distributed fair housing posters and brochures within six months of the initial drawdown of funds under the Grant Contract;

   b) Undertake at least one other fair housing activity within the community during the period of the Grant Contract from the list of activities identified in the current GMH. Documentation that this was completed must be submitted to IFA prior to the final draw for funds from IFA.

3. **§504 Self-Evaluation Checklist.** Local Jurisdiction shall be responsible to the State to provide to the State a copy of the self-evaluation checklist required by §504 of the Rehabilitation Act, and if applicable a nondiscrimination policy and grievance procedures.

a) The 504 self-evaluation checklist can be no more than 5 years old by the time the first draw for funds is received by IFA.

b) Local Jurisdiction shall provide to the State evidence that the notice of nondiscrimination was published (affidavit of publication) and provide a copy of the nondiscrimination policy and a copy of the grievance procedures to IFA.

4. **Excessive Force Policy.** Local Jurisdiction shall be responsible to the State to provide to the State a copy of the excessive force policy adopted by the Local Jurisdiction, with the submission of the signed grant contract to IFA.

5. **Environmental**

a) Exemption - Local Jurisdiction shall be responsible to the State to provide to the State a copy of the environmental exemption for grant administration/program management and other non-construction activities prior to entering into this Subgrant Agreement.

b) Regional Housing Rehabilitation Program Tiered Review - Local Jurisdiction shall be responsible to the State to:

i) Provide to the State a copy of the environmental review record for the RHRGP as a whole, complete the public comment process and submit the Request for Release of Funds (RROF) to the State. Local Jurisdiction shall ensure that no grants from the Regional Housing Rehabilitation Grant Program are committed or approved prior to the receipt of the Release of Funds (ROF) from the State; and

ii) Local Jurisdiction shall ensure that site specific environmental reviews are completed for each grant, prior to that grant being approved under the RHRGP.

6. **Section 3 Requirements** – The Local Jurisdiction shall be responsible to the State to prepare and adopt an IFA reviewed Section 3 plan, and submit the adopted plan to IFA prior to the first draw for non-construction funds.

a) By no later than January 31 of each year the Local Jurisdiction shall submit the required annual Section 3 report to IFA, if required;

b) A final HUD 60002 form at the completion of the project covering any information that was not previously reported on the most recent annual submission;

c) Include the Section 3 clause into every grant agreement (Exhibit 5F of the 2013 GMH); and

d) Ensure that the Section 3 requirements contained in the Local Jurisdiction's plan are passed down to the Subgrantee within this Subgrant Agreement.

7. **Limited English Proficiency Language Access Plan (LAP)** – Local Jurisdiction shall be responsible to the State to:

a) Prepare and adopt an IFA reviewed LAP, and provide a copy of the adopted plan to IFA prior to the first draw for non-construction funds;

b) Ensure the Subgrantee prepares and adopts an IFA reviewed LAP, and provides a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and

c) Ensure the Subgrantee complies with the both the Local Jurisdiction's and the Subgrantee's LAPs.

8. **Opportunities for Minority, Women and Emerging Small Business (MBE/WBE) -** Local Jurisdiction shall be responsible to the State to:

a) Ensure that the Subgrantee completes and documents compliance with the minimum acceptable outreach efforts/STANDARDS to MBE/WBE; and

b) Encourage the Subgrantee to use the guidelines contained in the GMH in implementing outreach programs to ensure the inclusion to the maximum extent feasible, of entities owned by minorities and women; and

c) Submit the MBE/WBE activity report to IFA prior to the submission of the final draw for funds to IFA.

9. **IFA Document Review Prior to Dissemination and System Award Management (SAM)** – Local Jurisdiction shall be responsible to the State to:

a) Ensure that all Subgrantee marketing materials are pre-approved by IFA prior to dissemination;

b) Ensure that this Subgrant Agreement and any professional services agreements between the Subgrantee and a professional services provider are pre-approved by IFA prior to execution; and

c) Ensure that the required SAM check is completed prior to execution of this Subgrant Agreement and any professional services agreements between the Subgrantee and a professional services provider.

10. **Timeliness** – Local Jurisdiction shall be responsible to the State to ensure Subgrantee complies with the requirements contained in Section IV "Time of Performance" of this Subgrant Agreement and expeditiously draws funds from the State.

11. **Financial Management, Source Documentation and Invoicing** – The Local Jurisdiction shall be responsible to the State to ensure indirect costs are not billed to the CDBG program, and:

    a) Ensure that all invoicing received for grant administration, program management and environmental assessment preparation from the Subgrantee is based upon a percentage of the total fees for the specific activity, available under this subgrant agreement, as the established benchmarks are met by the Subgrantee;

    b) Ensure all housing rehabilitation costs for each homeowner are documented by invoices and receipts for all costs incurred; and

    c) All invoices attached to the cash disbursements sent to IFA must conform to the requirements in the current GMH.

12. **Insurance**. Local Jurisdiction is responsible to the State to maintain liability and property damage insurance according to the terms of the Grant Agreement.

13. **Notices.** Local Jurisdiction shall provide Subgrantee with a copy of all notices received by the Local Jurisdiction from the State related to the Grant Contract.

14. **Other Responsibilities.** Local Jurisdiction shall fulfill any other responsibilities it has undertaken in the Grant Contract.

15. **Contractual Obligation to State**. The Local Jurisdiction's obligations set forth herein are contractual obligations between the State and the County under the

terms of the Grant Contract and are not obligations to the Subgrantee, or enforceable by Subgrantee under the terms of this Agreement, or otherwise.

III. RESPONSIBILITIES OF SUBGRANTEE; SCOPE OF SUBGRANTEE SERVICES

A. Generally

1. Subgrantee shall set up, and operate the RHRGP in accordance with the IFA approved RHRGP policies (described in Exhibit B). Subgrantee agrees to perform the Project activities described in Local Jurisdiction's IFA application and Section 2 of the Grant Contract. Any changes to Project Activities must receive prior written approval of IFA and Local Jurisdiction.

2. Subgrantee shall carry out the RHRGP and meet these minimum requirements:

   a) Be the owner of all program policies, processes and procedures;

   b) Be responsible for these minimum activities: all final grant decisions, compliance with all CDBG requirements, and final accountability for all CDBG funds;

   c) Ensure the original grants are given for projects that will meet the CDBG low- and moderate-income housing direct benefit national objective of 24 CFR 570.483(b)(3); Homeowner applicants will be assisted first come, first served based on readiness to proceed. For each Project, Subgrantee shall ensure that a housing construction inspector reviews all work performed and inspects the property to assure compliance with CDBG program standards. Subgranteee shall ensure homeowners employ only Oregon licensed and bonded contractors to have their repair work done;

   d) Carry-out the program with its own staff;

   e) Retain control of the CDBG funds; manage the bank accounts and disbursements. Subgrantee's Board must retain approval authority for all expenditures;

   f) Maintain control, responsibility, oversight and management of the CDBG funds;

g) Comply with all requirements set forth in the Act, the Grant Contract, and the current MOD, UGG, and GMH; and

h) Take at least one photo of each housing rehabilitation project home prior to construction activities and take at least one photo after final inspection. Photos must be kept in CDBG project files and released to IFA or HUD upon request.

3. Subgrantee shall meet with grantee quarterly to ensure that all requirements are being followed for the program. Participants will review applications and other program documentation to ensure that program requirements are being met in a timely manner.

4. Subgrantee shall work closely with County personnel to ensure compliance with program requirements.

5. Subgrantee shall repay to County any portion of Grant #H15014 should IFA require repayment as a result of noncompliance of any Subgrantee requirement, including be not limited, to the requirements set forth in this Subgrant Agreement.

6. Indemnification. Subgrantee shall defend, indemnify, save and hold harmless IFA, Columbia County, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorney fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Subgrantee, or its officers, employees, agents, contractors, or subrecipients arising out of this Agreement. The provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

7. Matching Funds. CAT shall provide all grant matching funds in accordance with the terms and conditions of the Grant and budget. County shall have no obligation to provide matching funds for the Project. No CDBG funds may be drawn down unless all Project matching funds are secured.

8. Compliance with Laws. Subgrantee, its agents, contracts, and subrecipients shall comply with all applicable state and federal laws, regulations and policies applicable to the use, administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:

   a) Title I of the Housing and Community Development Act of 1974, 42 U.S.C §§ 5301-5321 (1994) (the "Act") and with all applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act;

   b) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C 1735b (1994);

c) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Subgrantee shall comply with the Section 3 clause in 24 C.F.R §135.38 (1997), which is attached hereto as Exhibit "C" and is incorporated herein by this reference, and shall comply with the County's adopted Section 3 Plan which shall be attached hereto as Exhibit "D" and incorporated herein by this reference upon adoption;

d) Title VI of the Civil Rights Act of 1964, 42 U.S.C §§2000a-2000e (1994), and its regulations at 24 C.F.R §§1.1-1.10 (1997). Subgrantee will immediately take any measures necessary to effectuate this assurance;

e) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C §§3601-3631 (1994), as amended by Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071, 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302 (b)(1), 110 Stat. 3009-3421 (1996); Pub. LI. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996). Subgrantee will affirmatively further fair housing;

f) Exec. Order No. 11, 063, 46 F.R. 1253 (1962), reprinted as amended in 42 US.C. §1982 (1994) and its regulations at 234 C.F.R §§107.10-107.65 (1997);

g) Exec. Order No. 11,246, 30 F.R. 12319(1965), as amended by Exec. Order No. 11,375, 32 F.R. 14303 (1967), reprinted in 42 U.S.C §2000e (1994), and its regulations at 41 C.F.R §§ 60-1.1 to 60.999.1 (1997);

h) The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994);

i) Section 504 of the Rehabilitation Act of 19+73, 29 U.S.C. 794 (1994);

j) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and its regulations at 24 C.F.R §§35.1-35.98 (1997);

k) The Architectural Barriers Act of 1968, 42 U;S.C §§4151-4157 (1994);

l) 36 C.F.R §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11988, 42 Fed. Reg. 26951 (1997), reprinted as amended in 42 USC §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), reprinted as amended in 42 U.S.C §4321 note (1994) (Protection of Wetlands);

m) The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997);

n) Faith-based activities as outlined at 24 CFR 570.200(j);

o) All program and grant administration requirements in IFA's 2015 Program Guidelines (the Method of Distribution and its CDBG Grant Management Handbook);

p) ORS 656.0217 regarding Workers Compensation coverage, unless exempt under ORS §656.126. Recipient shall insure that each of its contractors and subcontractors comply with these requirements;

q) Subgrantee shall, upon request by County or IFA, at Subgrantee's expense, prepare and file economic benefit data on the economic development benefits of the Project within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project;

r) Subgrantee covenants that the Project will meet the following national objective: Activities primarily benefiting low- and moderate-income persons (24 C.F.R 5701.483(b)).

s) No employee, agent, consultant, officer, or elected or appointed official of Subgrantee receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to Project activities, or any person who is in a position to participate in a decision—making process or gain inside information with regard to the Project, or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project. Subgrantee shall establish safeguards to prohibit employees from using their position for purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

t) Subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement.

u) Subgrantee shall insert a clause in all documents prepared with the assistance of Grant funds acknowledging the participation of federal and state CDBG funding.

v) Subgrantee shall grant the County, IFA, and the Oregon Secretary of State's Office and the federal government and their duly authorized representative, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to perform examinations and audits and make excerpts, transcripts and copies. Subgrantee shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of six (6) years from closeout of the grant hereunder, or such longer period as may be required by

applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later;

w) Subgrantee shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled Governmental Accounting, Auditing and Financial Reporting (GAAFR). In addition, Subgrantee shall maintain any other records pertinent to this contract in such a manner as to clearly document Subgrantee's performance. For fair housing and equal opportunity purposes, and as applicable, Subgrantee's records shall include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants, in, or beneficiaries of the program;

x) Subgrantee shall comply with all applicable Federal Audit Requirements, in accordance with 2 C.F.R. Part 200. Subgrantee shall save, protect and hold harmless IFA from the cost of any audits or special investigations performed by the County, Federal awarding agency or any federal agency with respect to the funds expended under this Contract, Subgrantee agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement; and

y) Subgrantee shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this contract. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Subgrantee shall ensure that all of its officers, employees and agents are aware of and comply with this confidentiality requirement.

B. Program Management. Subgrantee shall perform all tasks necessary to set up and operate the grant program called for in the Grant Contract. This includes but is not limited to the following duties:

1. **RHRGP.** Subgrantee shall set up and manage a RHRGP.

a) **Policies and Procedures of the Grant Program.** Subgrantee shall establish and adhere to Policies and Procedures that describe how the Grant Program will operate, the makeup and function of the advisory and grant committee(s), how decisions will be made, where grant funds will be used each year, systems for recordkeeping, reporting and financial management, and such other matters as Subgrantee deems relevant.

b) **Grant Committee.** The Subgrantee shall appoint a Grant Committee to make grant recommendations to the Subgrantee. Local Jurisdiction

representatives may not comprise a majority of Grant Committee members. The Grant Committee shall adopt grant policies consistent with the Policies and Procedures referred to above.

c) **Model Documents.** Subgrantee shall develop model documents, including but not limited to, grant applications, inspection forms and grant documents.

d) **Maintenance of Case Files and Other Records:**

i. For each applicant, the Subgrantee will maintain case files, including but not limited to; application, income verification documentation, lead based paint notices, site specific environmental review, inspection reports, construction contracts etc.

ii. The Subgrantee will maintain these program and financial records in accordance with the general requirements for record-keeping in Section IXB of this Agreement and the GMH.

iii. Subgrantee shall provide marketing of the CDBG program to ensure that interested and eligible homeowners are aware of the program and how to apply for assistance. Marketing materials must be pre-approved by IFA prior to its use.

e) Comply with all Section 3 requirements as set forth in the Grant Contract and Exhibits C and D.

f) Prepare and adopt an IFA reviewed LAP for Subgrantee, and provide a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and comply with both the County's and Subgrantee's LAP. Upon adoption the County's adopted LAP will be attached hereto as Exhibit "E" and incorporated herein by this reference.

g) Complete and document compliance with the minimum acceptable outreach efforts/Standards to MBE/WBE, and use the guidelines contained in the GMH in implementing outreach programs to ensure inclusion to the maximum extent feasible, of entities owned by minorities and women.

h) Get marketing materials pre-approved by IFA prior to dissemination. Have all professional services agreements pre-approved by IFA prior to

execution. Complete a SAM check prior to the execution of any professional service agreement.

i) Timely comply with the requirements of this Agreement and Grant Contract, and expeditiously draw funds from the State. All Project Activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to IFA, within 24 months from the Effective Date of the Grant Contract.

C. Grant Administration. Subgrantee shall administer all aspects of the Grant and shall perform all tasks necessary to administer the grant program called for in the Grant Contract on behalf of the County. This includes but is not limited to the following duties:

1. Subgrantee shall administer all aspects of the Grant Contract in accordance with the Act and the Regulations, MOD, GMH and the UGG Grant Guidance. Grant administration duties include but are not limited to:

a) Prepare grant budgets, schedules and amendments;

b) Draft requests for proposals and agreements with consultants for grant administration or other consulting work (if required);

c) Set up systems to assure compliance with state and federal program requirements. For example: grant accounting system;

d) Meet the first and last draw requirements; annual report submissions and other requirements contained in the GMH;

e) Prepare disbursements/cash requests, reports, and other documents for submission to the IFA; eg. participate in IFA monitoring visits and respond to monitoring findings and concerns;

f) Prepare a project completion report, assisting an auditor with required grant information;

g) Prepare the environmental assessment or other environmental documents and publish required notices.

h) Serve as central contact for local, state, and federal people and agencies

involved with the Project.

i) Be knowledgeable about federal and state requirements affecting the Project, attend workshops and other grant related training provided by the Oregon Business Development Department.

j) Coordinate all grant activities, and administer all grant-related contracts.

k) Ensure that Grant recipient meets all conditions of the grant contract and that contractors fulfill contractual obligations.

l) Monitor Project progress against grant contract scope of work and budget and report progress to County and State officials.

m) Complete "first draw" requirements prior to requesting a drawdown of grant funds for non-construction activities and construction activities. Complete "final draw" requirements and project closeout.

2. Notwithstanding the generality of the foregoing, Subgrantee shall perform the following specific responsibilities:

a) Subgrantee shall coordinate with appropriate County staff to ensure that the County complies with the Act, the Regulations, the MOD, GMH, and Uniform Grant compliance.

b) Subgrantee shall set up quarterly meetings with the County for monitoring purposes and provide documentation that activities comply with the Acts and Regulation, including documentation that program requirements are being met in a timely manner.

c) Provide documentation to County staff showing that all reports, cash requests and other submissions to IFA from CAT are complete and accurate before submission to IFA.

d) Ensure that IFA is provided all required reports in a timely fashion and/or submitted on time, if there is a specified deadline.

e) Ensure compliance with IFA approved RHRGP policies (Exhibit B) and other terms and conditions of the sub-grant agreement.

f) All other miscellaneous items such as, but not limited to, returning executed documents to the State, provide information for and be involved in a second public hearing and submitting the affidavit of publication to the State and completing the project completion report to IFA in accordance with the GMH.

g) Coordinate and ensure compliance with the State's Fair Housing requirements, including a resolution , with evidence (affidavit of publication) that such resolution has been published and documentation that County distributed fair housing posters and brochures within six months of the initial drawdown of funds under the Grant Contract, and coordinate and ensure compliance with at least one other fair housing activity within the community during the period of the Grant Contract from the list of activities identified in the current GMH, submit documentation that this was completed to IFA prior to the final draw for funds from IFA.

h) §504 Self-Evaluation Checklist. Coordinate and ensure compliance with the 504 Self-Evaluation Checklist, and if applicable, a nondiscrimination policy and grievance procedures. Provide the State with evidence that the notice of nondiscrimination was published and provided a copy of the nondiscrimination policy and a copy of the grievance procedures to IFA.

i) Environmental. Coordinate and ensure compliance with all environmental requirements, including environmental exemption for grant administration/program management and other non-construction activities. Provide to the State a copy of the environmental review record for the RHRGP as a whole, complete the public comment process and submit the Request for Release of Funds (RROF) to the State. Ensure that no grants from the Regional Housing Rehabilitation Grant Program are committed or approved prior to the receipt of the Release of Funds (ROF) from the state. Ensure that environmental reviews are completed for each grant prior to that grant being approved under the RHRGP.

j) Section 3 Requirements. Coordinate and ensure that the County prepares and adopts an IFA reviewed Section 3 plan, and submit the adopted plan to IFA prior to the first draw for non-construction funds. Submit all required Section 3 reports to IFA, if required.

k) Limited English Proficiency Language Access Plan (LAP). Coordinate and prepare an IFA approved LAP, and provide a copy of the adopted plan to IFA prior to the first draw for non-construction funds.

l) Opportunities for Minority, Women and Emerging Small Business (MBE/WBE). Ensure that Subgrantee completes and documents compliance with the minimum acceptable outreach efforts Standards to MBE/WBE; and use guidelines contained in the GMH in implementing outreach programs to ensure the inclusion to the maximum extent feasible, of entities owned by minorities and women, and submit the MBE/WBE activity report to IFA prior to the submission of the final draw for funds.

m) Ensure that any professional services agreements are pre-approved by IFA prior to execution and ensure that a SAM check is completed prior to the execution of any professional services agreement.

n) Ensure timely compliance with the requirements of this Agreement.

o) Ensure that no indirect costs are billed to the CDBG program, ensure that all invoicing received for grant administration, program management and environmental assessment preparation are compliant with the Grant Contract, all housing rehabilitation costs for each homeowner are documented by invoices and receipts for all costs incurred, and all invoices are attached to the cash disbursements sent to IFA must conform to the requirements of the current GMH.

p) Ensure that the audit for the final fiscal year of the Project is submitted to IFA as soon as possible after it is received by the County, but in any event no later than December 31st after the Project Completion Deadline.

q) Ensure that supporting documentation for all expenditures and request for grant funds, are obtained and maintained, with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements specified in the Grant Contract. IFA may require such other information as it deems necessary.

r) Prior to the first disbursement of funds, Subgrantee must provide to IFA for approval, the detailed **GMH Exhibit 1A - Guidelines for Grant Administration** which is attached hereto as Exhibit "F" and is incorporated herein by this reference.

s) Subgrantee shall adhere to and follow the detailed citizen participation plan consistent with and as outlined in Exhibit B of the Grant Contract.

t) Grant Administration records shall be delivered to the County as soon after the Project Completion Date, or termination, as possible.

D. Staffing

1. Subgrantee shall assign such staff as is appropriate to carry out its responsibilities in a timely and professional manner.

2. Upon request from Local Jurisdiction, Subgrantee shall provide the names and responsibilities of key staff assigned to this Agreement, and shall notify Local Jurisdiction in the event of changes in key staff assigned to this Agreement.

IV. TIME OF PERFORMANCE Grant Contract Services:

A. Services of Subgrantee related to the Grant Contract H15014 between IFA and Local Jurisdiction shall start on the Effective Date of this Agreement and end on the "Project Completion Deadline" as defined in the Grant Contract, unless otherwise extended by the State. However, all provisions of this Agreement that by their terms and conditions extend beyond the Project Completion Date shall continue to be obligations of Subgrantee.

B. All funds designated as grant funds in the Project Budget (Exhibit E to the Grant Contract) must be contractually committed in grant agreements to eligible contractors at least ninety (90) days prior to the Project Completion Date. Any RHRGP funds not so committed will be recaptured by the State within 24 months after execution of the grant agreement between IFA and the Local Jurisdiction. All matching funds designated in the Project Budget (Exhibit E to the Grant Contract) must be committed by Subgrantee and available as qualifying match as of the effective date of this Agreement.

C. The Subgrantee will perform the described tasks and expend the RHRGP funds in accordance with the Policies and Procedures no later than the 24 months after the execution of the grant agreement between IFA and the Local Jurisdiction.

D. The term of this Agreement shall be extended automatically to coincide with any extensions to the Grant Contract granted by the State, and to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other assets, including program income.

E. No costs which were incurred prior to execution of this contract will be charged to this contract. No costs of construction or for professional services which were incurred prior to execution of the applicable contract between the County and CAT and IFA's approval of the Contract will be charged to this Contract.

F. Subgrantee shall submit a Project Completion Report no later than the Project Completion Deadline.

V. COMPENSATION

A. Grant Contract Services:

1. Local Jurisdiction shall compensate Subgrantee for services of the Subgrantee in accordance with and upon receipt of funds pursuant to Grant Contract H15014. Subject to the Local Jurisdiction receiving such funds from the State, the total amount to be paid by the Local Jurisdiction to Subgrantee for Program Management Services shall be $45,000 and $10,000 for environmental review. The total amount to be paid by the Local Jurisdiction to Subgrantee for Grant Administration is $20,000.

2. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Grant Contract H15014 between IFA and Local Jurisdiction.

3. Upon request of the Local Jurisdiction, Subgrantee shall provide such supplementary budget information as is reasonable, in a timely fashion and in the form and content prescribed by the Local Jurisdiction.

4. Any amendments to this budget must be approved in writing by the Local Jurisdiction, the Subgrantee, and the State prior to amending the Subgrant Agreement.

B. Grant Administration Services. The Local Jurisdiction will pay the Subgrantee a percentage of Grant Administrative fees available under this agreement based upon benchmarks established by the Grantee and Subgrantee, consistent with the approved budget and Local Jurisdiction policy concerning payments. Payments will be made as the established benchmarks are met by the Subgrantee. Benchmarks for this program are set forth below:

Benchmark	Percentage of fee budgeted	Amount
All contracts related to Grant Contract H15014 between IFA and the Local Jurisdiction have been executed	5 %	$1000
First draw requirements, including Section 3 Plan, and LAP's have been met	35 %	$7000
50% of Draws completed	20 %	$4000
Monitoring visit from IFA completed and all monitoring Findings and Concerns, if any, have been cleared	5 %	$1000
95% of draws completed	15 %	$3000
Final Draw, Section 3, MBE/WBE, additional fair housing activity and other reports submitted as required to State	10 %	$2000
Project Closeout, including second public hearing and project completion report submission to IFA are complete	10 %	$2000
Total	100%	$20,000

C. Environmental Review.

The Local Jurisdiction will pay to Subgrantee a percentage of Environmental fees available under this Agreement based upon benchmarks established by the Grantee and Subgrantee, consistent with the approved Project Budget and Local Jurisdiction policy concerning payments. Payments will be made as the established benchmarks are met by the Subgrantee and upon receipt of funds by Local Jurisdiction. Benchmarks for this program are set forth below:

Benchmark	Percentage of fee budgeted	Amount
Completion of the environmental clearance for the rehabilitation program as a whole and ROF has received from the State	55 %	$5500
Completion of each site specific review(30 @ $150 each)	45 %	$4500
Total	100%	$10000

D. Program Management.

The Local Jurisdiction will pay to the Subgrantee a percentage of Program Management fees available under this Agreement based upon benchmarks established by the Grantee and Subgrantee, consistent with the approved Project

Budget and Local Jurisdiction policy concerning payments. Payments will be made as the established benchmarks are met by the Subgrantee and upon receipt of funds by Local Jurisdiction. Benchmarks for this program are set forth below:

Benchmark	Percentage of fee budgeted	Amount
Program and marketing materials developed and pre-approved by IFA.	0 %	$0
Expenditure of 20% of the funds available for the housing rehabilitation grants	20 %	$9000
Expenditure of 40% of the funds available for the housing rehabilitation grants	20 %	$9000
Expenditure of 60% of the funds available for the housing rehabilitation grants	20 %	$9000
Expenditure of 80% of the funds available for the housing rehabilitation grants	20 %	$9000
All grants from RHRGP have been expended	20%	$9000
Total	100%	$45000

E. The Subgrantee shall submit progress reports to the Local Jurisdiction in the form, content and frequency as required by the Local Jurisdiction, but at a minimum with each Disbursement Request.

VI. NOTICES

Notices required by this Agreement shall be in writing and mailed by first class mail. Until otherwise notified in writing, notices shall be directed to the following representatives:

	Local Jurisdiction	Subgrantee
Name:	Jan Greenhalgh	Susan Wagner
Title:	Board Office Administrator	Contract Coordinator
Address:	230 Strand Street	125 N 17th Street
City, State, Zip code	St. Helens, Oregon 97051	St. Helens, OR 97051
Telephone:	503.397.4322	503.366.6562
Fax Number:	503.397.7243	503.397.3290
Email:	Jan.greenhalgh@co.columbia.or.us	swagner@cat-team.org

VII. SUSPENSION OR TERMINATION OF AGREEMENT

A. Voluntary Termination. The parties may jointly agree to terminate this Agreement, upon such terms and conditions as they mutually agree to.

B. Involuntary Termination. The County may terminate this Agreement upon an event of default as defined in the Grant Contract or upon termination of the Grant Contract by IFA. In the event of termination, Subgrantee shall deliver to the County all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subgrantee, within sixty (60) calendar days of the date of termination. Termination of this contract shall not impair or invalidate any remedy available to the County hereunder, at law, or otherwise.

C. In the event of termination of this Agreement, Subgrantee shall deliver to Local Jurisdiction all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient, within thirty (30) calendar days of the date of termination. Termination of this Agreement shall not impair or invalidate any remedy available to Local Jurisdiction hereunder, at law, or otherwise.

VIII. GENERAL CONDITIONS

A. General Compliance. Both parties agree to comply with the 2015 MOD and GMH and the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570, to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, and to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Conflict of Interest. No employee, agent, consultant, officer, or elected or appointed official of the Local Jurisdiction or the Subgrantee receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project.

C. Independent Contractor.

1. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subgrantee shall be responsible exclusively for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for its officers, agents and employees.

2. The Subgrantee and Local Jurisdiction agree that there is no relationship under this agreement except as specified herein. The Local Jurisdiction exercises no control over, is not responsible for the acts of, and assumes no specific responsibilities to or for officers, employees or agents or the public in general, except as specified in this Agreement. The Subgrantee shall not claim any relationship with the Local Jurisdiction as agent, representative or employee which is not expressly set forth in this agreement.

D. Third Party Beneficiaries. County and Subgrantee 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 gift, 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.

E. **Workers' Compensation.** The Subgrantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement before work under the Agreement commences. The Subgrantee shall ensure that its contractors do likewise.

F. **Insurance and Bonding**

1. The Subgrantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and shall purchase a blanket fidelity bond covering all employees in an amount equal to the Grant Budget, and a performance bond in an amount equal the Project Budget ensuring faithful performance of the Agreement.

2. The Subgrantee shall maintain at all times commercial general liability insurance and property damage insurance covering its activities and operations under this Agreement, and naming Local Jurisdiction, its officers, agents and employees as additional named insureds. Such insurance shall be in the forms and amounts not less than Two Million Dollars per occurrence. Certificate(s) of insurance shall be provided upon execution of this Agreement and shall be accompanied by an additional insured endorsement. Subgrantee shall provide Local Jurisdiction notice of cancellation, or non-renewal of any policies required under this Agreement within ten calendar days if insurance coverage is canceled or non-renewal.

G. **Copyright.** If this contract results in any copyrightable material, Subgrantee shall have the right to copyright such material, subject to a right on the part of Local Jurisdiction to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

H. **Assignment.** Neither party may assign this Agreement, except upon the express written consent of the other party, which consent shall not be unreasonably withheld.

I. **Time of the essence**. Time is of the essence in the performance of any and all obligations under this contract.

J. Amendments.

1. The Local Jurisdiction and Subgrantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and pre-approved, by the Local Jurisdiction's governing body and IFA before execution.

2. The Local Jurisdiction may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. Local Jurisdiction shall notify Subgrantee in writing of any such amendment. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications must be by written amendment, and pre-approved by the Local Jurisdiction, Subgrantee and IFA before execution.

3. Changes to the project goals, scope of services, schedule, or budget related to the Grant Contract may be made only through a written amendment to this Agreement, signed by the Subgrantee and Local Jurisdiction. The State shall have a minimum of ten days to review proposed amendments prior to signing by the parties.

K. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from the contract is entitled to recover its reasonable attorney fees and costs at trial and on appeal. Reasonable attorney fees cannot exceed the rate charged by the County's attorneys.

L. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

M. No Construction against Drafter. This contract is to be construed as if the parties drafted it jointly.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards**. To the extent applicable, Subgrantee agrees to comply with the UGG, OMB Circular A-110, 2 CFR Chapter 1, and Chapter II, Parts 200, 215, 220, 225, and 230, the Uniform Administrative Requirements,

Cost Principles, and Audit Requirements for Federal Awards, in all accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles**. To the extent applicable, Subgrantee shall administer its program in conformance with the policies, guidelines and requirements of the UGG, as applicable.

3. All invoices must conform with the requirements contained in the GMH under "Required Source Documentation" and no indirect costs are allowed.

4. Subgrantee shall comply with the Recipient requirements in Section 4.F, 4G, and 4.H of the Grant Contract as though Subgrantee were the Recipient.

B. Documentation and Record-keeping

1. **Records to be Maintained**

   a) Subgrantee shall maintain all records required by the State pursuant to 24 CFR 570.490 that are pertinent to the activities funded under this Agreement for the greater of 3 years from closeout of the grant between IFA and HUD or the period required by other applicable laws and regulations including the current GMH and the MOD. Environmental review records are to be maintained for 4 years as defined in the current GMH.

   b) Subgrantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Subgrantee's performance.

   c) For fair housing and equal opportunity purposes, the Subgrantee's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

2. **Retention**

   a) Subgrantee shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years or (4) years, as applicable from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. This is to include the three years from final audit, acceptance, and grant closeout by HUD.

   b) Property Records, the Subgrantee shall maintain real property inventory records which clearly identify all property which has been improved.

c) Subgrantee shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the programs, as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized person. Subgrantee shall ensure that all of its officers, employees and agents are aware of and comply with this confidentiality requirement.

3. **Audits and Inspections**.

a) Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto.

b) (b) The Local Jurisdiction, the State, and the federal government (including but not limited to the U.S. Department of Housing and Urban Development, the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all of Subgrantee's books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts.

c) Subgrantee shall provide citizens with reasonable access to records regarding the use of CDBG funds consistent with State and local requirements concerning the privacy of personal records.

d) Monitoring obligations. Subgrantee shall fully cooperate with Local Jurisdiction's and IFA's monitoring activities, including, but not limited to the following: review of audits, on-site visits, review of recipient reports, requiring prior approval, requiring third party evaluations, providing training and technical assistance, making telephone calls and using such other means of communication such as email in order to ask or answer questions.

4. **Procurement**. To the extent applicable, Subgrantee shall procure all materials, property or services in accordance with state law and the Uniform Grant Guidance.

X. OTHER CONDITIONS RELATED TO GRANT CONTRACT H15014 between IFA and the Local Jurisdiction

A. Lobbying. Subgrantee shall sign Exhibit "G", the "Certification Regarding Lobbying," upon execution of this Agreement.

B. Nondiscrimination. The Subgrantee will not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subgrantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

C. Minority Women and Emerging Small Business Activity Reporting [Exhibit H of this Subgrant Agreement] must be completed and submitted prior to the last draw for all contracts, subcontracts, and grants in excess of $10,000 must be completed and submitted prior to the last draw. In addition, the Subgrantee must provide to the Local Jurisdiction documentation demonstrating that:

1. The Subgrantee met the minimum acceptable outreach efforts/STANDARDS to MBE/WBE;

2. Efforts the Subgrantee conducted to encourage outreach programs to ensure the inclusion to the maximum extent feasible, of entities owned by minorities and women;

XI. EFFECTIVE DATE: The effective date of this Agreement is the date last signed below.

XII. Certification of Compliance with State and Federal Laws and Regulations.

Subgrantee hereby represents, warrants and certifies that:

A. It has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act.

B. It possesses legal authority to accept the terms and conditions of the subgrant and to carry out the proposed Project.

C. This contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Subgrantee or any provision of Subgrantee's organic laws or documents.

D. This Agreement has been duly executed by Subgrantee's highest official and delivered by Subgrantee and will constitute the legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms.

XIII. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Subgrantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SUBGRANTEE
COMMUNITY ACTION TEAM

_____
Jim Tierney, Executive Director
DATE:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

Approved as to form

By:_____
Office of County Counsel

LIST OF EXHIBITS

Exhibit A.	Grant Agreement with IFA Project # H15014
Exhibit B.	RHRGP Policies
Exhibit C.	Section 3 Clause
Exhibit D.	Reserved for Adopted Section 3 Plan
Exhibit E.	Reserved for Adopted LAP
Exhibit F.	GHM Exhibit 1-A, Grant Administration Plan
Exhibit G.	Certification Regarding Lobbying
Exhibit H.	Minority, Women and Emerging Small Business

Exhibit C. Section 3 Clause

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds $200,000 and the construction contract exceeds $100,000)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

Exhibit "D"

Reserved for Columbia County's Adopted Section 3 Plan
To be attached upon adoption

Exhibit "E"

Reserved for Columbia County's Adopted LAP
To be attached upon adoption

EXHIBIT F: GMH Exhibit 1A – Guidelines for Grant Administration

Oregon Community Development Block Grant

Guidelines for Grant Administration

The following information will help grant recipients plan for smooth administration of the project. While it is critical that one person have the overall responsibility for the project, it is possible for more than one person to be involved in daily management of the grant-funded activities. Specific individuals must be identified as responsible for all the activities listed in these guidelines that are part of the grant-funded project.

These guidelines do not include every step that is involved in the administration of a Community Development Block Grant. They are not to be used as a substitute for the Grant Management Handbook. Not all these activities listed below are considered grant/project administration costs and may be activity delivery costs.

Step One: **Designate the person(s) who will be responsible for the grant project.** This may be a local official or staff person of the recipient city or county.

Name	Responsibilities
Jan Greenhalgh	1. Serve as recipient's official point of contact with the Oregon Economic and Community Development Department
Jan Greenhalgh	2. Ensure that grant contract is executed, including any "Special Conditions" that must be met
Jan Greenhalgh	3. Ensure that a *Finding of Exemption from Part 58 Environmental Review Requirements* is signed prior to obligation of grant funds for any purpose. **(Note: This must be done PRIOR TO signing contract with Grant Administrator)**
Jan Greenhalgh	4. Oversee procurement of Grant Administrator, if necessary
Jan Greenhalgh	5. Monitor performance of any outside organization or contractor engaged to perform grant administration

Step Two: **Designate one person who will have overall responsibility for grant administration.** This can be a local official or staff person of the grant recipient, someone from another unit of government (interagency agreement) or an independent contractor (for profit business, nonprofit organization, or an individual) hired to provide administration services.

Susan Wagner	• Serve as central contact for local, state, and federal people involved in the project
Susan Wagner	• Be knowledgeable about federal and state requirements affecting the project; attend workshops and other grant-related training provided by the Oregon Business Development Department
Susan Wagner	• Coordinate all grant activities
Susan Wagner	• Administer all grant-related contracts
Susan Wagner	• Ensure grant recipient meets all conditions of the grant contract and that contractors fulfill contractual obligations
Susan Wagner	• Monitor project progress against grant contract scope of work and budget and report progress to elected officials and the state

Step Three: Designate person(s) who will be responsible for specific grant administration activities.

Name	Responsibilities
	1. Procure architect/engineering services and construction contractors:
Jan Greenhalgh	• Possess knowledge of state law for procurement of materials and services
Jan Greenhalgh	• Comply with state and local procurement laws and ordinances
Jan Greenhalgh	• Prepare Requests for Proposals and/or Requests for Qualifications
Jan Greenhalgh	• Coordinate drafting and reviewing of contracts to ensure compliance with federal requirements
Jan Greenhalgh	• Prepare scope of services for each contract and obtain approval by appropriate regulatory authorities
Jan Greenhalgh	• Ensure state review of all project-related contracts
Jan Greenhalgh	• Prepare contract amendments or requests to state for grant contract amendments, when needed
	2. Complete "first draw" requirements prior to requesting a drawdown of grant funds for **non-construction** activities:
Susan Wagner	• Ensure preparation and signing of *Finding of Exemption from Part 58 Environmental Review Requirements* for grant administration, engineering, architectural, and other "exempt" activities.
Susan Wagner	• Ensure adoption and publication of a Fair Housing Resolution
Susan Wagner	• Obtain firm commitment of all other project funds
Susan Wagner	• Ensure compliance with the state of Oregon's *Residential Antidisplacement and Relocation Assistance Plan*, if applicable
Susan Wagner	• Ensure completion of Self-Evaluation for Compliance with Section 504 Handicap Accessibility Checklist and related requirements
Susan Wagner	• For recipients with 15 or more employees, assure a current *Policy of Nondiscrimination on the Basis of Handicapped Status* and related grievance procedures are in place
Susan Wagner	• Complete an OBDD reviewed Section 3 Plan
Susan Wagner	• Complete an OBDD reviewed Limited English Proficiency Language Access Plan (LAP)

Name	Responsibilities
Susan Wagner Susan Wagner Susan Wagner Susan Wagner Susan Wagner Susan Wagner	3. Complete "first draw" requirements prior to requesting a drawdown of grant funds for **construction** activities: • Obtain review of plans, specifications and all bid documents, including the advertisement (call) for bids, at least 10 days before anticipated advertisement date • Ensure that the appropriate environmental review process occurred and was completed BEFORE construction contract is awarded. This includes: ▪ Preparation of the environmental review record ▪ Publication of appropriate notice; ▪ *Request for Release of Funds* submitted to OBDD. (Note: OBDD must send recipient a Release of Funds notice, signifying completion of environmental review requirements BEFORE the recipient signs any construction contract.)
Susan Wagner Susan Wagner Susan Wagner	• Submit a copy of pre-construction conference meeting minutes signed by the recipient and contractor(s) • Submit notice of construction contract award and start of construction • Submit copies of certified payroll reports from the general or subcontractor(s) whose work is covered by the drawdown request
Susan Wagner Susan Wagner Susan Wagner Susan Wagner Susan Wagner Susan Wagner	5. Compliance with federal labor standards • Include correct federal Davis-Bacon and Oregon BOLI prevailing wage rates in the construction bid documents • Call the Department ten days prior to bid opening to obtain current Davis-Bacon and BOLI wage decisions • Ensure that all contractor/subcontractor agreement and fringe benefit summary forms are received from all contractors on the job site • Review certified payrolls, perform worker interviews, verify that correct base wage rates and fringe benefits are paid • Ensure that corrective action is taken for any noncompliance with federal labor standards provisions
Susan Wagner Susan Wagner Susan Wagner Susan Wagner	6. Complete "final draw" requirements and project closeout • Submit a completed *Minority, Women and Emerging Small Business Activity Report* • Submit a completed Section 3 Summary Report, if applicable • Ensure holding of Second Public Hearing and submission of all necessary documentation • Economic Development recipients must submit the final jobs reports and outcome and performance measure reports as outlined in Chapter 9

EXHIBIT G. CERTIFICATION REGARDING LOBBYING
(Community Development Block Grant Awards of $100,000 or more)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly.

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

_____
Signed

_____
Title:

_____
Date

Exhibit H. Minority, Women and Emerging Small Business (*Instruction: Include if contract is $10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than $10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or

is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	2. Location (City, State, ZIP Code)

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	6. Date Submitted

See Explanation of Codes below

7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j. Name	7j. Street	7j. City	7j. State	7j. Zip Code

7c: Type of Trade Codes:

1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

7d: Racial/Ethnic Codes:

1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/ subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Exhibit "A"

RECEIVED
MAR 18 2016
IFA

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REGIONAL HOUSING REHABILITATION GRANT CONTRACT

"Northwest Oregon Regional Housing Rehabilitation Grant Program"

This contract, project number H15014, dated as of the date of its last signature, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority ("IFA"), and Columbia County, OR ("Recipient"). This contract becomes effective on the date ("Effective Date") when fully signed and approved as required by applicable law.

This contract includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

1. This contract without any Exhibits;
2. Special Conditions of Award for Housing Rehabilitation Grants, attached as Exhibit A;
3. Recipient's Certification of Compliance with State and Federal Laws and Regulations attached as Exhibit B, and Certification Regarding Lobbying, attached as Exhibit C; and
4. The approved Project budget showing breakdown of sources of funds, attached as Exhibit E.
5. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit D.

SECTION 1 - GRANT

A. Grant. In reliance upon Recipient's application dated 29 September 2015 ("Application"), and certifications in the form of Exhibit B and Exhibit C, IFA agrees to provide Recipient with Community Development Block Grant ("CDBG") funds in the amount of $300,000, the use of which is limited to the project as defined in Sections 2.A. and 2.B. ("Project"). The use of these funds is also subject to the Project budget in Exhibit E and the Special Conditions of Award in Exhibit A.

B. Disbursement. IFA shall disburse the grant funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must request disbursements of grant funds on an IFA-provided or IFA-approved disbursement request form. All expenses and incurred costs are subject to approval by IFA.

C. Appropriations. All disbursements are subject to the condition that IFA, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 2 - PROJECT ACTIVITIES

A. Recipient agrees to perform the Project activities in accordance with the Project activities described in Recipient's Application accepted by IFA, and this Section 2. Any changes to the Project activities must receive prior written approval by IFA.

B. Recipient shall provide grants to low- and moderate-income (as defined in the CDBG Program Guidelines) homeowners to upgrade their homes and eliminate safety and health hazards. Homes with identified substandard conditions will be the primary target for rehabilitation funds. For each project, Recipient shall ensure that a housing construction inspector reviews all work performed and inspects the property to assure compliance with CDBG program standards. Recipient shall ensure homeowners employ only licensed and bonded contractors to have the repair work done.

C. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to IFA, within 24 months from the Effective Date ("Project Completion Deadline").

D. Recipient shall provide marketing of the CDBG program to ensure that interested and eligible homeowners are aware of the program and how to apply for assistance. Recipient must submit all such materials to IFA for prior review and approval.

E. [Reserved]

F. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project must be submitted to IFA as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

G. Determination. IFA has made the determination that Recipient is a subrecipient, in accordance with 2 CFR § 330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 3 - COMPLIANCE WITH LAWS

Recipient agrees to comply, and cause its agents, contractors and subrecipients to comply, with all applicable state and federal laws, regulations and policies applicable to the use, administration, distribution and expenditure of the funds provided under this contract, including but not limited to the following:

1. Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.

2. Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).

3. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding $100,000 for any single construction contractor, construction activity or any non-construction activity that leads to construction (such as engineering, architectural, program management).

4. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and its regulations at 24 C.F.R. §§1.1-1.10 (1997). The Recipient will immediately take any measures necessary to effectuate this assurance.

5. Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996). Recipient will affirmatively further fair housing.

6. Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and its regulations at 24 C.F.R. §§107.10-107.65 (1997).

7. Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to 60-999.1 (1997).

8. The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).

9. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).

10. Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and its regulations at 24 C.F.R. §§35.1-35.98 (1997).

11. The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).

12. 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).

13. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).

14. All program and grant administration requirements in IFA's 2015 Program Guidelines (Method of Distribution) and its CDBG Grant Management Handbook.

15. ORS §656.017 regarding Workers Compensation coverage, unless exempt under ORS §656.126. Recipient shall insure that each of its contractors and subcontractors comply with these requirements.

16. When procuring goods or services to be paid for in whole or in part with Grant funds, Recipient shall comply with the Oregon Public Contracting Code, Chapters 279A, B, and C. The Oregon Model Rules for public bidding and contracting in Oregon Administrative Rules Chapter 137, Divisions 046, 047, 048 and 049 apply if Recipient or its public contract review board has not adopted its own rules. If Recipient or its public contract review board has adopted its own rules, those rules apply.

17. Economic benefit data requested by IFA from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by IFA, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

SECTION 4 - COVENANTS OF RECIPIENT

A. Recipient covenants its Project will meet the following national objective:

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

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to Project activities, or any person who is in a position to participate in a decision-making process or gain inside information with regard to the Project, or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

E. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

F. Recipient shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

G. Federal audit requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant."

(1) If Recipient receives federal funds in excess of $750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to IFA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to IFA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless IFA from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

H. Recipient shall grant IFA and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to perform examinations and audits and make excerpts, transcripts and copies. Recipient shall retain and keep accessible all such books, accounts,

records, reports, files, and other papers, or property for a minimum of six (6) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

I. Recipient shall require and cause its subrecipients to comply with the requirements of Sections 4.F, 4.G. and 4.H. above.

J. Recipient shall follow applicable public records law to provide citizens with reasonable access to records regarding the use of the CDBG funds. Consistent with public records law, Recipient shall, and shall cause or require its subrecipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this contract. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Recipient shall, and shall cause or require its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

K. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.

L. Recipient shall cause all its first tier contractors or subrecipients receiving subcontracts exceeding $100,000 to execute and file with Recipient the certification set forth in Exhibit C hereof.

M. Recipient shall ensure no lead-based paint is used in residential units.

N. Monitoring obligations:

1) Recipient shall fully cooperate with IFA's monitoring activities, including but not limited to the following: Review of single audits, arrange for limited scope audits, on-site visits, reviewing Recipient reports, requiring prior approval, requiring third party evaluations, providing training and technical assistance, making telephone calls and using such other means of communication such as e-mail in order to ask or answer questions.

2) Recipient shall monitor the activities of its subrecipients to ensure that awards are used for authorized purposes in compliance with applicable laws, regulations and federal grant agreements.

O. Recipient must obtain and maintain supporting documentation for all expenditures and requests for grant funds, including those of subrecipients under their respective contracts with Recipient, with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements specified herein. IFA may require such other information as it deems necessary or appropriate in its sole discretion.

P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorneys fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Recipient, or its officers, employees, agents, contractors or subrecipients; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 5 - DEFAULT; REMEDIES; TERMINATION

A. Defaults. Any of the following constitutes an "Event of Default":

1) If Recipient's, or any of its subrecipient's use of grant funds, violates the terms and conditions of this contract or applicable law, specifically including but not limited to OAR Chapter 123, Division 80, and that violation continues for a period of thirty (30) calendar days after written notice specifying such violation is given to Recipient by IFA. In such case and in addition to any other remedy available to IFA, IFA may, in its sole and absolute discretion, require that Recipient obtain prior IFA approval for any expenditures that would otherwise be eligible for reimbursement under this contract.

2) If Recipient is unable to commence the Project within four (4) months following the Effective Date of this contract.

B. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this contract and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

1) Terminating IFA's commitment and obligation to make the Grant or disbursements under the contract.

2) Withholding amounts otherwise due to Recipient for application to any amounts due under this contract; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

3) Barring Recipient from applying for future awards.

4) Requiring repayment of the Grant and any interest earned by Recipient on the Grant.

C. Termination. IFA may terminate this contract immediately if:

1) IFA fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in IFA's exercise of its reasonable discretion, to fund the Project.

2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the CDBG grant or payments to be made hereunder are prohibited or IFA is prohibited from paying for the CDBG grant program from the planned funding source(s).

In the event of termination under this Section or for any Event of Default, Recipient shall deliver to IFA all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient, within sixty (60) calendar days of the date of termination. Termination of this contract shall not impair or invalidate any remedy available to IFA or Recipient hereunder, at law, or otherwise.

SECTION 6 - MISCELLANEOUS PROVISIONS

A. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 5 of this contract.

B. Notices. Except as otherwise expressly provided in this contract, any notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Recipient or IFA at the address or number set forth in this contract, or to such other address or number as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

C. Third Party Beneficiaries. IFA and Recipient 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.

D. No Limitations on Actions in Exercise of Governmental Powers. Nothing in this contract is intended, nor shall it be construed, to in any way limit the actions of IFA in the exercise of its governmental powers. It is the express intention of the parties hereto that IFA shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this contract to the same extent as if it were not a party to this contract, and in no event shall IFA have any contractual liability arising under this contract by virtue of any exercise of its governmental powers.

E. Time of the Essence. Time is of the essence in the performance of any and all obligations under this contract.

F. No Construction against Drafter. This contract is to be construed as if the parties drafted it jointly.

G. Severability. If any term or condition of this contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

H. Amendments, Waivers. This contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

I. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this contract is entitled to recover its reasonable attorney fees and costs at trial and on appeal. Reasonable attorney fees cannot exceed the rate charged to IFA by its attorneys.

J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This contract and all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter hereof. There are no unspecified understandings, agreements or representations, oral or written, regarding this contract.

L. Execution in Counterparts. This contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority

775 Summer Street NE, Suite 200
Salem OR 97301-1280
Phone 503-986-0099

By: Robert Ault
Robert Ault, Interim Assistant Director

Date: 3/21/16

COLUMBIA COUNTY

230 Strand Street
Saint Helens OR 97051-2040
Phone 503-397-4322

By:
~~Henry Heimuller,~~ Tony Hyde County Commissioner

Date: MARCH 16, 2016

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Lynn T. Nagasako as per email dated 8 January 2016
Lynn T. Nagasako, Sr. Assistant Attorney General

Exhibit A: Special Conditions of Award for Housing Rehabilitation Grant Contracts
Exhibit B: Recipient's Certification of Compliance with State and Federal Laws and Regulations
Exhibit C: Certification Regarding Lobbying
Exhibit D: Information Required by 2 CFR § 200.331(a)(1)
Exhibit E: Project Budget

Exhibit A - SPECIAL CONDITIONS OF AWARD FOR HOUSING REHABILITATION GRANT CONTRACTS

1. Recipient shall enter into a subrecipient agreement ("Subrecipient Agreement") with Community Action Team Incorporated of Columbia County, Oregon ("CAT"), an Oregon non-profit corporation ("Subrecipient"). Recipient further represents that Subrecipient is a non-profit housing support organization that meets the requirements of Section 105(a)(15) of the Act to carry-out housing rehabilitation activities.

2. All Project-related contracts must be received by IFA ten (10) days prior to execution. This includes all Project-related contracts between Recipient and any person or entity that will be performing grant administration or program management services. This condition does not apply to grants with individual homeowners or to construction contracts by homeowners.

3. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.

4. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994), and in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. Part 58 (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003). Recipient shall complete a minimum of the following Environmental Review steps for Housing Rehabilitation projects. Submission of a Determination of Exemption for activities included in 24 CFR 58.34(a) and the Compliance Checklist for the "Other Requirements" in 24 CFR 58.6 (Exhibit 3C of IFA's CDBG Grant Management Handbook) for grant administration and program management, completion of a Minor Owner Occupied Housing Rehabilitation Program Environmental Review (Exhibit 3M of the Handbook), publication of a Notice of Intent to Request a Release of Funds Owner Occupied Housing Rehabilitation Program (Exhibit 3N of the Handbook) along with an affidavit of publication from a newspaper of general circulation in the project area, and a Request for Release of Funds and Certification (Exhibit 3H of the Handbook). No expenses to be paid with CDBG funds can be incurred prior to a Release of Funds being issued by IFA.

5. Recipient shall provide the following prior to the submission of the first draw of grant funds:

   A. Electronic Transfer Authorization for receiving disbursements.

   B. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.

   C. Documentation that Fair Housing poster(s) and brochures (including other than English if required) were distributed and posted not more than 6 months prior to the first draw for non-construction activities/funds.

   D. Rehabilitation Act Section 504 self-evaluation checklist.

   E. Grievance Procedure for Complaints of Alleged Discrimination Based on Disability

F. Nondiscrimination on the Basis of Handicap Status affidavit of publication.

G. Municipal official or staff person to be responsible for monitoring the housing rehabilitation project to ensure that necessary permits are obtained and required inspections are completed prior to payment authorization. Recipient is responsible for notifying IFA of any changes to this assignment.

H. Recipient shall identify a designated "Certifying Officer" for executing site-specific environmental reviews.

6. Recipient shall, or cause its Subrecipient or contractors to, take at least one photo of each housing rehabilitation project home prior to construction activities, and take at least one photo after final inspection. Photos will be kept in Recipient's CDBG files and released to IFA or HUD upon request.

7. Grant administrative costs may be reimbursed for direct costs incurred for grant administration. All direct costs must be supported with source documentation.

8. Program management costs may be reimbursed for the actual costs of delivering the housing rehabilitation program. All charges to the grant must be supported with source documentation.

9. Rehabilitation funds must be contractually committed in grant contracts to eligible property owners 90 days prior to the Project Completion Deadline. Any rehabilitation funds not committed at that time may be subject to recapture.

10. Program management or grant administration funds remaining upon completion of that activity may be transferred to additional rehabilitation or subject to recapture.

11. Recipient shall submit a Project Completion Report no later than the Project Completion Deadline.

12. Federal rules regarding "program income" at 24 CFR 570.489(e) shall survive and continue to apply after Project completion or closeout and after termination or expiration of this contract.

13. All matching funds must be secured in writing or the contract may be terminated. No CDBG funds may be drawn down unless all Project matching funds are secured.

14. No costs which were incurred prior to execution of this contract will be charged to this contract. No costs of construction or for professional services which were incurred prior to execution of the applicable contract between the Recipient and such contractor or service provider and IFA's approval of such contract will be charged to this contract.

15. Prior to the first disbursement of funds, Recipient must provide a detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by IFA.

16. No manufactured homes built prior to 15 June 1976 can be rehabilitated with CDBG funds.

Exhibit B - Recipient's Certification of Compliance with State and Federal Laws and Regulations

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

Recipient hereby represents, warrants and certifies that:

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

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

7. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
8. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
9. Furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
10. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

11. Provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

12. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

13. Provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to IFA, or as to grants already made, substantial changes to activities from Recipient's application to IFA; and

14. Provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient further represents, warrants and certifies that:

15. The officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);

16. Such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (1997); and

17. Such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants exceeding $100,000, the undersigned also makes the certification regarding lobbying set forth in Exhibit C attached to this contract.

Signed _____

Title Chair, Columbia County Board of Commissioners

Date March 16, 2016

Recipient Columbia County

Exhibit C - CERTIFICATION REGARDING LOBBYING (Grants exceeding $100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed _____

Title Chair, Columbia County Board of Commissioners

Date March 16, 2016

Recipient Columbia County

EXHIBIT D - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

(i) Subrecipient name (which must match registered name in DUNS): COLUMBIA, COUNTY OF

(ii) Subrecipient's DUNS number: 09-429-9625

(iii) Federal Award Identification Number (FAIN): B-15-DC-41-0001

(iv) Federal Award Date: 22 July 2015

(v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution

(vi) Total Amount of Federal Funds Obligated by this Agreement: $300,000

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: $300,000

(viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: $300,000

(ix) Federal award project description: The FFY 2015 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development

(b) Name of pass-through entity: Oregon Infrastructure Finance Authority

(c) Contact information for awarding official of the pass-through entity: Robert Ault, Program Services Division Manager, 503-551-0917

(xi) CFDA Number and Name: 14.228 Community Development Block Grant

Amount: $300,000

(xii) Is Award R&D? No

(xiii) Indirect cost rate for the Federal award: N/A

Exhibit E: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Rehabilitation Grant Fund	$225,000	$67,500
Environmental Review	10,000	
Grant Administration 17265	20,000	5,000
Program Management 17264	45,000	8,500
Total	$300,000	$81,000

Exhibit "B"

NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM

PROGRAM GUIDELINES

Housing Rehabilitation project in Northwest Oregon

Serving Homeowners and Communities
In Clatsop, Columbia and Tillamook Counties

Approved by Oregon Business Development Department
Infrastructure Finance Authority
August 25, 2015

NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM

PROGRAM GUIDELINES

FOR OPEN GRANTS FUNDED THROUGH THE OREGON COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Developed by Community Action Team, Inc.

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INTRODUCTION

The Northwest Oregon Regional Housing Rehabilitation Program is operated by Community Action Team, Inc., an Oregon private non-profit organization that provides services for families and individuals of modest means and for the communities in their service area of Clatsop, Columbia and Tillamook Counties, Oregon. The Housing Rehabilitation Grant program is funded through a Community Development Block Grant from Oregon Business Development Department. The primary goals of the Rehabilitation Program are:

1. To provide safe, decent and affordable housing for low and moderate income households.

2. To conserve and improve the community's housing stock.

3. To expand economic opportunities for low and moderate-income persons.

SECTION I.

GENERAL GUIDELINES

SECTION I.1 Map **Columbia, Clatsop and Tillamook Counties**

SECTION I.2 DEFINITIONS

A). Applicant - an applicant is any person or persons applying for a Rehabilitation Grant through the Northwest Oregon Regional Housing Rehabilitation Program.

B). Rehabilitation Grant - a Rehabilitation Grant refers to a grant, given to an eligible homeowner applicant by the Rehabilitation Program.

C). Community Action Team, Inc. (CAT) - a non-profit organization which has the primary responsibility for the operation of the Housing Rehabilitation Program.

D). Grant Review Committee - refers to the five (5) member committee of CAT staff, excluding staff within the housing rehabilitation department, appointed to the committee for the term of the CDBG open grant by the Community Investment Director.

E). Community Investment Department - a department of CAT whose primary responsibility is to assist individuals and local governments within Clatsop, Columbia and Tillamook counties to rehabilitate, develop and provide affordable housing.

F). Low Income - A household with an annual household income of 80% of the county median income or less, as certified annually by the Department of Housing and Urban Development.

G). Individual or Family - for purposes of a rehabilitation grant, a single person is also a family.

H). Owner-Occupied Property - a property used for residential purposes, owned and occupied by the owner.

I). Homeowner - an occupant of a property to be rehabilitated who, in connection with that property, holds fee simple title, equitable title under a land-sale contract, a life-estate interest or the DMV title to a manufactured home that is located in a manufactured home park.

J). Primary Residence - a property used for residential purposes, occupied by the owner receiving a rehabilitation grant.

K). Eligible Contractor – To be eligible for participation in the Northwest Regional Housing Rehabilitation Program, a contractor must: complete and submit a Contractor's Application; be licensed and in good standing with the Oregon Construction Contractors Board; be a certified lead based paint contractor; not be listed on Sam.gov as an excluded party; meet general liability, auto and workers compensation coverage requirements; have an acceptable past performance record; and provide current references.

L). Essential/Critical Repairs - refers to the correction of defective conditions of a residential structure which, if left uncorrected, would endanger the health, safety or welfare of the occupants or would threaten continued occupancy of the dwelling.

M). Reasonable Accommodation Modifications – refers to any modification or adjustment to a owner-occupied residential structure that will enable an occupant(s) with a disability to perform essential functions.

N). Rehabilitation Costs - the total amount of the cost of repairs and other eligible costs that is included in a housing rehabilitation grant.

O). Section 8 Existing Housing Standards - the minimum housing standards pertaining to housing construction, use, occupancy, and maintenance of existing residential properties.

P). Northwest Oregon Regional Housing Rehabilitation Grant Fund Area - The program will serve low-mod income homeowners who reside in Columbia, Tillamook and Clatsop Counties.

Q). Minor Rehabilitation – Home repairs that do not exceed 50% of the market value of the structure prior to the home repair work being completed.

SECTION I.3 Eligible Rehabilitation Costs

The Northwest Oregon Regional Housing Rehabilitation Grant Program provides assistance to single-family, owner-occupant homeowners and offers minor rehabilitation only. The cost of the repairs cannot exceed 50% of the market value of the structure. A minor rehabilitation grant may be used to:

A. Finance costs of the rehabilitation work and materials to bring the property into compliance with Section 8 Existing Housing Standards, to correct certain housing conditions endangering the health, safety, or welfare of the occupants, for preservation and restoration of structural integrity, for reasonable accommodation modifications, for improvements to energy efficiency, for repair or restoration of maintenace items and for other repairs as deemed necessary by Housing Staff and Grant Committee.

B. Finance cost associated with conducting rehabilitation work in accordance with Lead Based Paint Poisoning Prevention Act and HUD implementing regulations at 24 CFR 570.487 (c).

SECTION I.4 Ineligible Costs

A Rehabilitation Grant may not be used for:

A. New construction.

B. Materials, fixtures, or equipment of the type or quality which exceeds that customarily used in properties of the same general type as the property to be rehabilitated.

C. Any equipment that is not fixed and structurally integral to the residence such as washing machines, clothes dryers, refrigerators, freezers, free standing ranges, portable dish washers and window mounted air conditioners. Built-in stove tops, ovens and dishwashers do qualify. Hot water heaters qualify.

D. Non-habitable spaces such as garages, carports or storage sheds unless they affect the structural integrity of the dwelling unit.

E. The homeowner's labor or that of any other occupant of the household.

F. Costs of repairs that exceed 50% of the value of the structure- substantial rehabilitation.

G. Alteration or expansion of the footprint of a structure located in a federally designated wetland.

H. Conversion of land use.

I. Acquisition of undeveloped land.

J. Acquistion of existing housing

K. Landscaping

L. Hazardous Tree Removal.

M. Conversion of farmland to non-agricultural purposes.

SECTION I.5 Eligible Structures

A. Single family owner-occupied residential properties that are site built, modular, or manufactured. Owner–occupied manufactured homes located in manufactured home parks are eligible for the rehabilitation grant program.

SECTION I.6 Ineligible Structures

A. The structure has deteriorated to the extent that rehabilitation is not economically feasible.

B. The structure is in substantial nonconformity with the zoning regulations and/or comprehensive land use plan of the city or county in which it is located.

C. Significant code violations exist which would be extremely difficult and/or economically unfeasible to correct.

D. Duplexes are not eligible

E. Pre- 1977 manufactured homes are not eligible. HUD prohibits the use of CDBG funds to repair or rehabilitate any manufactured home made before June 15, 1976.

F. Structures where the costs of repairs exceed 50% of the value of the structure.

SECTION I.7 Other Grant Conditions

The specific terms and conditions for a Rehabilitation Grant are incorporated into the Homeowner Grant Agreement. The applicant shall agree to comply with the following terms and conditions:

A. Civil Rights - the applicant shall not discriminate upon the basis of race, color, religion, sex, familial status, handicap, or national origin in the sale, lease, rental, use or occupancy of the property to be rehabilitated with the assistance of a Rehabilitation Grant.

B. Use of Proceeds - the applicant shall agree to use the Grant proceeds only to pay the costs of services and materials necessary to carry out the rehabilitation work for which the Grant is approved.

C. Inspections - The applicant and contractor shall permit inspections by the Housing Department staff of the property to be rehabilitated with a Rehabilitation Grant for compliance with the construction contract(s). The applicant and contractor shall also permit all other inspections of the property deemed necessary by the Housing Department staff and/or the applicable building department in connection with the rehabilitation work and with all contracts, materials, equipment, payrolls and conditions of employment.

D. Records - the applicant shall keep such records as may be required in respect to the rehabilitation work performed with the assistance of a Rehabilitation Grant.

E. Ineligible Contractors - the applicant shall agree not to award any contract for rehabilitation work to be paid for in whole or in part with the proceeds of a housing rehabilitation Grant to any contractor who is not on the Northwest Regional Housing Rehabilitation Program eligible contractor list.

F. Interest of Public Body - the applicant shall allow no member of a governing body of responsible jurisdiction and no employee of Community Action Team, Inc. who exercises any functions or responsibilities in connection with the administration of the Housing Rehabilitation Program to have any interest, direct or indirect, in the proceeds of a Rehabilitation Grant.

G. Securing Bids for Construction Work - an applicant shall solicit two or more bids from licensed and bonded contractors of his or her choice. An applicant may:

1) Contact contractors from the Northwest Regional Housing Rehabilitation Eligible Contractor list for competitive bidding. An applicant who wants to solicit bids from a contractor(s) not on the Eligible Contractor list can have the contractor contact CAT for a contractor application package.

2) Negotiate a contract with an eligible contractor of the applicant's choice.

3) The homeowner is not required to select low bid, however, the contract amount shall not exceed the market rate (a fair and reasonable bid) for contracted services as determined by CAT. If the homeowner does not select low bid, documentation from the homeowner stating reason for their contractor selection shall be included in the homeowner grant file.

H. Homeowners Acting as Own Self-Contractor - Homeowners may not act as their own General Contractor. All work funded with CDBG must be done by licensed, bonded contractors.

I. Hazard Insurance - the applicant shall maintain adequte hazard insurance on the property. CAT staff will determine adequacy. In special situations where hazard insurance cannot be obtained, the requirement may be waived, if it is determined by Rehabilitation staff and the Grant Committee that a situation exists that threatens the health and safety of the occupants .

J. Flood Disaster Protection Act – it must be determined whether a housing unit is in a 100 year floodplain and source documentation identified by FEMA map pane number and date must be on file. If a homeowner rehabilitation project is located in a 100-year floodplain, evidence must be provided that the homeowner has flood insurance. Flood insurance for projects located in a 100-year floodplain is a CDBG requirement that cannot be waived. CDBG funds cannot be used on properties located in a floodway.

K. Property Taxes - the applicant shall keep property taxes current to no more than one year in arrears. In special situations, the requirement may be waived, if it is determined by Rehabilitation staff and the Grant Committee that a situation exists that threatens the health and safety of the occupants.

L. Grant Agreement Sale of Property Clause – The rehabilitation work performed with grant funds is for the benefit of the homeowner occupants. Should the homeowner grant recipient sell, transfer title to or move from the property within two years from the date of grant agreement, Community Action Team reserves the right to have the homeowner grant recipient repay the full amount of the grant.

M. Length of Residency – The homeowner applicant must have resided in home for at least one year prior to application for rehabiliation services. In special situations, the requirement may be waived, if it is determined by Rehabilitation staff and the Grant Committee that a situation exists that threatens the health and safety of the occupants.

N. Volunteer Program – Participation in the housing rehabilitation program is by choice of the homeowner, a volunteer program, and therefore does not qualify for relocation assistance. Every effort will be made not to cause displacement of occupants from structures undergoing housing rehabilitation. When temporary displacement is unavoidable, the contractor will proceed in a manner that minimizes the time and inconvenience to the homeowner.

SECTION I.8 Land Sales Contracts

Eligibility Requirements - In order for a purchaser under a Land Sales Contract to be eligible for a Rehabilitation Grant, all of the following requirements must be met:

A. The contract must be a written, properly signed and recorded, legally binding instrument involving a residential property.

B. The seller of the property must hold fee simple title to the property and, during the life of the contract, must be unable to use the property unless such use or conveyance is subject to the land sales contract.

C. Under the contract, the seller and any subsequent holder of the fee simple title to the property must be obligated without qualification to deliver to purchaser the fee simple title and a deed to the property upon full payment of the contract price or some lesser amount.

D. Under the terms of the contract, the purchaser must have:

1. the right to full use, possession and quiet enjoyment of the property;

2. equitable title to the property.

SECTION I.9 Manufactured Homes in Parks

Eligibility Requirements - In order for a homeowner occupant of a manufactured home in a mobile home park to be eligible for a Rehabilitation Grant, all of the following requirements must be met:

A. Proof of Ownership - The owner applicant must provide proof of ownership of the manufactured home that is satisfactory to CAT:

1. the manufactured home title (Oregon Department of Motor Vehicles (DMV)/Oregon Building Codes Division (BCD)) with the rehabilitation grant applicant(s) the named owners.

2. documentation from BCD where ownership has been confirmed through the affidavit to establish ownership of a manufactured structure process.

3. other documentation proving ownership that is acceptable to CAT and the grant committee.

B. Date of Manufacture - The owner applicant must provide proof of year the manufactured home was made. To qualify for the rehabilitation grant, the home must have been manufactured in 1977 or after. HUD prohibits the use of CDBG funds to repair or rehabilitate

any manufactured home made before June 15, 1976. The state CDBG program prohibits the expenditure of any CDBG funds to rehabilitate a pre-1977 manufactured home.

SECTION I.10 Environmental Requirements

Housing Rehabilitation projects funded with CDBG are subject to the National Environmental Policy Act of 1969. The regulations are issued pursuant to section 104(g) of Housing and Community Development Act and are contained in 24CFR part 58.

The Northwest Regional Housing Rehabilitation projects funded under CDBG result in improvements to owner occupied single-family homes that are "not substantial" or "minor", that is the work performed does not exceed 50% of the market value of the structure before rehabilitation. The Community Action Team complies with the environmental review process for "minor" housing rehabilitation. Site specific reviews are completed for each housing unit assisted with CDBG.

Section 1. 11 Use of Volunteers

The use of volunteers for Housing Rehabilitation projects funded with CDBG is prohibited. Housing Rehabilitation projects using funds that have no federal identity may use qualified volunteers:

A. To reduce the costs of construction so that the scope of the work necessary to carry out the project can be completed with available funding.

B. For minor rehabilitation projects, for instance, the installation of a ramp to accommodate accessibilty of the occupant and where no other work will be performed for compensation by a licensed contractor.

C. For emergency repairs where the occupants health and safety is threatened if the work is not performed immediately and there is no licensed contractor available to respond to the imminency of the hazard within 72 hours.

D. Volunteers will be required to demonstrate to Community Action Team that their work experience matches the skills required to perform particular construction tasks and repairs.

E. Homeower occupant(s) must approve of the use of volunteers for their housing rehabilitation projects.

SECTION I.12 The Construction Contract

A. The parties to the contract are the homeowner(s) and the contractor(s). All Construction contracts and related documents must be completed on forms supplied by Community Action Team, Inc. All construction contracts and contract modifications must be approved by Community Action Team, Inc.

1. Contract documents include:
    a. Contract
    b. Specifications
    c. General Conditions

B. All contractors and subcontractors awarded contracts through the Rehabilitation Grant Program must be registered with the Construction Contractor's Board (CCB) and possess the required registration classifications and must have liability insurance and Workman's

Compensation Insurance, if required. Homeowners are encouraged to hire local contractors whenever possible.

C. Contract Payments can be made for the value of the acceptable work completed. The rehabilitation specialist will review the work completed with the homeowner. The homeowner authorizes all payments to the contractor. Payments will be made in accordance with the Community Action Team, Inc. Accounts Payable Schedule. Prior to authorization of the final payment:

1. All contract work must be completed.

2. If contracted work required permit(s), it must pass inspection of the City or County Building Department.

3. The owner must sign the Owner's Certification and Acceptance of Improvements.

4. The contractor must sign the Contractor's Warranty and Lien Waiver.

5. Rehabilitation Specialist must sign Certificate of Final Inspection

D. In the event of a conflict between the homeowner and the contractor, during the course of the home rehabilitation project, the following procedure will be followed:

1. The homeowner and contractor shall first attempt to resolve the conflict to their mutual satisfaction.

2. In the event that the conflict cannot be resolved; the homeowner and/or contractor shall notify Community Action Team, Inc.

3. The rehabilitation specialist will attempt to mediate the problem to the mutual satisfaction of the homeowner and the contractor. A report detailing the specifics of the conflict will be prepared by the rehabilitation specialist.

4. If mediation to the satisfaction of the homeowner and contractor is not achieved, the program director will review the case upon written request of the homeowner or the contractor.

5. In the event that the conflict cannot be successfully mediated by Community Action Team, Inc., both the homeowner and contractor agree to submit the case to the Construction Contractor's Board.

E. In the event that a conflict between homeowner and contractor arises following the completion of the home rehabilitation project where the final payable paperwork has been executed and final payment has been made to contractor, both the homeowner and contractor agree to submit the case to the Construction Contractor's Board if they cannot resolve it.

SECTION I.13 Policy Exceptions

A. The Grant Committee may waive non-statutory program policies. The request for the waiver will be submitted by Community Action Team, Inc.'s Single Family Housing Director. The waiver requests will be evaluated based upon whether the waiver is necessary to accomplish the goals of the Rehabilitation Grant Program and will apply only to the application for which the waiver is requested.

SECTION II HOMEOWNER GRANT PROGRAM

SECTION II.1 HOMEOWNER Housing Rehabilitation Grant Description

PURPOSE:

To finance corrections to inadequate housing conditions of low-moderate income owner-occupants of family residential structures located within the Northwest Oregon Regional Housing Rehabilitation Grant Fund Area. The Grant Fund area includes Columbia, Tillamook and Clatsop Counties. Inadequate housing conditions include, but are not limited to deficiencies in: roofs, floors, electrical systems, plumbing systems, heating systems, foundations, rotted members, septic systems, wells, sewer lines, conditions that endanger the health, safety or welfare of their occupants, and any other deficiency considered reasonable or needed, as deemed appropriate by Community Action Team's Housing Department and the Grant Committee, and in accordance with CDBG requirements of eligible activities.

SECTION II.2 Applicant Requirements

A. The Rehabilitation Grant may be made only to those individuals who occupy and have ownership interest in a single-family residential property or hold title to a single-family manufactured home in a park whose homes are in need of repair. There cannot be any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest. Such ownership interest must be one of the following:

1. A fee simple title

2. A life estate interest: If the applicant holds a life estate interest, the lien instrument shall be executed by the persons(s) holding the reversionary or remainder interest.

3. A purchaser's interest in a land-sales contract (See I.8)

4. Title to a Manufactured Home in a Park (See I.9)

B. The Rehabilitation Grant may be made only to those individuals who lack sufficient resources to make such repairs without financial assistance. The Grant Committee shall limit approval of Grant applications to those households whose income is at or below the income guidelines established by Department of Housing and Urban Development that is at or less than 80% of median income for the county in which the homeowner resides. Since the qualified homeowners will be provided grants, the program will not be in competion with local financial institutions.

C. The amount of the Rehabilitation Grant will be based upon both the housing repair needs and the financial needs of qualified homeowners. Community Action Team, Inc. Housing Department staff will assist the homeowner to apply for loans for rehabilitation and/or refinancing from private and/or public lenders, grants for rehabilitation and weatherization from federal and state agencies and other assistance as deemed appropriate by the housing department. All additional assistance must be committed in writing, prior to execution of the grant agreement.

D. Income Determination: Annual Household Income will be used to determine income eligibility. Annual income is the gross income to be received by all adults in the household during the next 12 months. Incomes used to determine household income are:

1. Applicant's earnings

2. Spouse's earnings

3. The earnings of any other individuals who share household expenses.

4. Any funds contributed or paid to the family on a regular basis.

5. Other income regularly received by applicant or another member of the family.

6. Net income from any source other than earnings.

7. If the applicant's assets are greater than $5,000, the annual income is computed by adding the GREATER of:
   a. Actual income from assets; or
   b. The passbook rate currently established by HUD

E. Annual Income does not include the following:

1. Income from employment of children (including foster children)under the age of 18 years.

2. Payments received for the care of foster children.

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

4. Amounts received by the family, that are specifically for, or in reimbursement of, cost of medical expenses for any family member.

5. Income of a live-in aide.

6. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses for the student.

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Amounts received under training programs funded by HUD

9. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

10. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

11. Temporary, non-recurring or sporadic income (including gifts).

12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

B. Net Worth: In order to qualify for a rehabilitation Grant, the applicant must meet the "net worth" requirements. The "net worth" is calculated according to the "Housing Rehabilitation Grant Program/Application Instructions". Excluded from the assets and liabilities used in the "net worth" calculation are the applicant(s) home, one automobile and household furnishings

1. If the head of the household of the applicant(s) is under the age of 62, the net worth must be no greater than $30,000.00.

2. If the head of the household of the applicant(s) is 62 years of age or older, the net worth must be no greater than $50,000.00.

3. Applicant(s) with a net worth that exceeds the limits above must be approved by the Grant Committee. Factors considered by the Grant Committee when reviewing a Grant for approval when limits are exceeded can include, but are not limited to:

a. The amount the applicant(s) income is less than the 80% guideline.

b. The age and health of applicant(s).

c. The amount that the applicant(s) will contribute toward the rehabilitation. The Grant Committee may require that the applicant(s) contribute a specific amount of funds for the rehabilitation work as a condition for receiving a rehabilitation Grant. The applicants contribution must be included in the total rehabilitation project cost. The total rehabilitation project cost cannot exceed 50% of the value of the structure.

d. The amount that the net worth exceeds the limits above.

e. Any unusual financial hardship of the applicant(s).

f. It can be adequately demonstated that the applicant's rehabilitation funding request is not bankable.

4. The property on which the home is located is excluded from the net worth calculation. The parcel can include more than one lot as long as lots are adjacent to the lot on which the house is located and were purchased when the home was purchased .

H. Payment History: At the time of application an applicant(s) must have an established acceptable payment history of at least 12 months on all mortgages and line of credits that encumber the property to be rehabilitated.

SECTION II.3 Property Eligibility Requirements

To be eligible for a Rehabilitation Grant, the residential property or manufactured home in a park must be within the Northwest Oregon Regional Housing Rehabilitation Grant Fund Area and must:

A. Be in need of rehabilitation

B. Be economically feasible to achieve compliance with "Section 8 Existing Housing Standards".

C. If such compliance is not economically feasible, the Rehabilitation Grant may correct - on an interim basis - certain critical housing conditions endangering the health, safety or welfare of the occupants.

D. Property must not have an Internal Revenue Service lien.

E. A manufactured home must have been made in 1977 or after.

F. The cost of the project cannot exceed 50% of the value of the structure to be rehabilitated.

SECTION II.4 Homeowner Grant Agreement

GRANT AGREEMENT: The housing rehabilitation grant program provides funds to low-moderate income homeowners to finance the cost of rehabilitation work and materials to correct certain housing conditions endangering the health, safety and welfare of the occupants, for preservation and restoration of structural integrity, for energy efficiency and for accessibility accommodation. The rehabilitation work is for the benefit of the homeowner occupants. The homeowner grantee shall execute a grant agreement testifying that they agree not to sell, transfer or move from the property rehabilitated for two years from the date of grant agreement execution. Should the homeowner grantee sell, transfer or move from the property rehabilitated prior to the two year grant agreement expiration, Community Action Team reserves the right to request repayment of the full amount of the grant.

SECTION II.5 Maximum Grant

MAXIMUM GRANT AMOUNT: The lesser of the following amounts:

A. $10,000 is the maximum Grant amount.

B. Actual cost of approved rehabilitation work and fees.

C. For housing rehabilitation projects that are funded through Community Development Block Grant (CDBG) that offer only "minor rehabilitation", the cost of the rehabilitation of single-family residential units can not exceed 50% of the market value of the structure before rehabilitation.

D. Grants over the maximun grant amount will be considered on a case by case basis but under no circumstances can the total grant amount exceed 50% of the market value of the structure to be rehabilitated.

SECTION III

ESSENTIAL/CRITICAL REPAIR HOMEOWNER GRANT PROGRAM

SECTION II.1 Essential/Critical Repairs - Homeowner Grant Description

PURPOSE:

To finance, exclusively, the correction of defective conditions of a residential structure or manufactured home in a park, located within the Northwest Oregon Regional Housing Rehabilitation Grant Fund Area that, if left uncorrected, would endanger the health, safety or welfare of the low- income owner-occupants, or would threaten continued occupancy of the dwelling.

Essential/Critical Repairs include, but are not limited to: failed heating systems, overloaded electrical service panels, inadequate electrical wiring which may short out and start a fire, failed water lines, open sewers, rotted unstable flooring, leaking roofs, failing structural members, failed water heaters and other structural or system repairs that are essential to remove an immediate threat to health or safety of the occupants and/or preserve integrity of the structure as identified through a dwelling inspection.

MAXIMUM ESSENTIAL/CRITICAL REPAIR GRANT AMOUNT:

The lesser of the following amounts:

1. $10,000 is the maximum Grant amount.
2. Actual cost of approved essential/critical repairs and fees.
3. 50% of the value of the structure to be rehabilitated.

REQUEST AND DETERMINATION OF ESSENTIAL/CRITICAL REPAIRS SERVICES

Upon receipt of application from owner-occupants claiming critical health and safety conditions in their dwelling the following procedure will be followed:

1. Applications indicating the need for essential/critical repair services will be prioritized and processed immediately. The priority rating assigned applicants receiving essential/critical repairs applies to those services only.
2. Household Income, assets eligibility, property eligibility and grant eligibility will be determined according to established guidelines. (Refer to Section I and Section II)
3. An initial inspection of the dwelling will be scheduled and conducted to determine the existence and extent of the owner-occupant reported emergency condition(s).
4. Dwellings, found through the inspection, to be in an unacceptable condition to qualify for rehabilitation services will be ineligible for repairs. (Refer to Section 1.6)
5. Grants made for essential/critical repair services shall not exceed the actual cost of the repair services and fees and in no instance exceed $10,000 or 50% of the market value of the structure, whichever is less.

SECTION IV

REASONABLE ACCOMMODATION MODIFICATIONS HOMEOWNER GRANT PROGRAM

PURPOSE:

To finance the cost associated with modification or adjustment to a owner-occupied residential structure or manufactured home in a park located within the Northwest Oregon Regional Housing Rehabilitation Grant Fund Area that will enable the occupant(s) with a disability to perform essential functions. The disability can be physical or age related. The assistance will provide funding to remove material or architectural barriers, which restrict access or otherwise impede mobility, and to install hardware that lessens hazards that are aggravated by a disability.

Reasonable Accommodation Modifications include but are not limited to: Ramps, Entrances free from steps, Railings, Grab bars, Roll-in-type showers, Cabinet Alterations, Door changes and or widening, task lighting and other modifications as related to occupant(s) disability and as determined eligible.

For all modifications requested it must be determined that they can be provided in accordance with zoning/code regulations and existing structural constraints.

REQUEST AND DETERMINATION OF REASONABLE ACCOMMODATIONS MODIFICATIONS

Upon receipt of application from owner-occupants requesting reasonable accommodation modifications the following procedure will be followed:

1. Applications indicating the need for reasonable accommodation modifications will be eligible for prioritized processing.

2. Household income, assets eligibility, property eligibility and Grant eligibility will be determined according to established guidelines. (Refer to Section 1 and Section II)

3. An initial inspection of the dwelling will be scheduled and conducted to determine the extent of modifications/repairs necessary.

4. Dwellings, found through the inspection, to be in an unacceptable condition to qualify for reasonable accommodations modifications will be ineligible for repairs. (Refer to Section 1.6)

5. Grants made for reasonable accommodations modifications shall not exceed the actual cost of the modifications and any other repair work necessary to preserve the integrity of the structure and in no instance shall exceed the program's maximum grant amount of $10,000 or 50% of the value of the structure to be rehabilitated, whichever is less.

SECTION V

LEAD BASED PAINT REDUCTION

All rehabilitation work performed under the Northwest Oregon Regional Housing Rehabilitation Program will be conducted in accordance with the Lead Based Paint Poisoning Prevention Act and HUD implementing regulations at 24 CFR 570.487 (c) for residential structures built prior to 1978. Lead Based Paint reduction activities will be eligible for homeowner Grant financing.

ELIGIBLE HOUSEHOLDS

The Lead Based Paint Reduction financing may be made only to owner-occupants of single-family residential structures, built prior to 1978, and manufactured homes in parks made in 1977, who are qualified applicants of the Northwest Oregon Regional Housing Rehabilitation Homeowner Grant Program. (Refer to Sections I, II and III)

ELIGIBLE LEAD BASED PAINT REDUCTION ACTIVITIES

1. Lead Hazard Evaluation
    a. Paint testing of surfaces to be disturbed by rehabilitation
    b. Risk Assessment
2. Lead Hazard Reduction
    a. Safe Work Practices
    b. Repair of Surfaces disturbed during rehabilitation
    c. Interim Controls
    d. Standard Treatments
3. Clearance of Worksite or Clearance of Unit

SECTION VI

EXISTING HOUSING QUALITY STANDARDS AND REHABILITATION STANDARDS

The goal of the Northwest Regional Housing Rehabilitation Grant Program is to provide "decent, safe and affordable housing for low-moderate income homeowner occupants. To accomplish this, the program applies Section 8 housing quality standards (HQS) as the minimum criteria necessary for the health and safety of program participants. If such compliance is not economically feasible, the Rehabilitation Grant may correct - on an interim basis - certain critical housing conditions endangering the health, safety or welfare of the occupants. All rehabilitation work performed must comply with the applicable State, County and City statutes, codes and ordinances including the One and Two Family Specialty Code as specified in ORS 455.010.

Sanitary Facilities

- The dwelling unit must include its own bathroom with a flush toilet, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water, all in property operating condition. Bathroom areas must have at least one operable window or other adequate exhaust ventilation.

- Where a bathroom floor shows signs of moisture damage or rot, it must be replaced with a non-permeable surface.

- Where a bathroom wall area shows signs of moisture damage or rot it must be replaced with a non-permeable covering. The most common rot problem behind a tub will be corrected with a tub enclosure kit.

Food Preparation and Refuse Disposal

The dwelling unit shall contain the following equipment in proper operating-condition:

- Cooking stove or range and a refrigerator of appropriate size for the unit. Rehabilitation funds can be used to replace a built-in stove top, oven, dishwasher or hot water heater. Refrigerators, free-standing ranges, portable dishwashers, washers, dryers and other appliances may not be purchased with rehabilitation funds.

- Kitchen sink with hot and cold running water that drains into an approved public or private system.

- Adequate space for the storage, preparation, and serving of food must be provided.

Space and Security

- A living room, kitchen area, and bathroom must be present; and the dwelling unit must contain at least one sleeping or living-sleeping room of appropriate size for each two people. Exterior doors and windows accessible from outside the unit must be lockable.

- Room sizes must be in accordance with the following standards for the subdividing of existing spaces:
    - Every dwelling unit must have at least one room, which must have a minimum 120 square foot floor area.
    - Other habitable rooms, except kitchens, must be a minimum of 70 square feet in size.

Thermal Environment

Every dwelling unit must be provided with heating facilities capable of maintaining a room temperature of 70°F in all habitable rooms. Un-vented room heaters that burn gas, oil, or kerosene are unacceptable. Heating/cooling unit bids must be accompanied by Schedule K calculations that show they are adequate for the square feet and floor plan of the unit. Heating/cooling units must be Energy Star rated, and must be the most cost effective for the unit. Heat pumps will not be installed if a mini-split or combination mini-split/wall heater is a more cost effective and equally energy efficient option.

Illumination and Electricity

Living and sleeping rooms must include at least one window. A ceiling or wall type light fixture must be present and working in the bathroom and kitchen area. At least two electric outlets must be present and operable in the living area, kitchen area, and each bedroom area. Electrical wiring systems that pose a threat to human safety will be repaired.

Structure and Materials

Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, or noticeable movement under the walking area, missing parts, or other serious damage. The roof structure must be firm and the roof must be weather tight.

The exterior wall structure and surface must not have any serious defects such as leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, and so on, must not present a tripping or falling danger.

Interior Air Quality

The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. Air circulation must be adequate throughout the unit.

Lead Based Paint

The dwelling unit must be in compliance with HUD Lead Based Paint regulations, 24CFR, Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4801. The use of lead based paint in conjunction with physical repairs or remodeling of dwelling units is not allowed. If the housing unit to be rehabilitated was built prior to 1978, program staff will inform the homeowner of the requirements of the program and the decision will be made to either test for the presence of lead based paint or assume that lead based paint is present. If testing reveals lead based paint is present, or if it has been assumed to be present, program staff will prepare the work write-up instructing contractors to use lead-safe work practices and confirm that the contractors bidding are qualified to do so. If the presence of lead has been confirmed, program staff must receive lead clearances prior to final payment of the contractor.

Access

- The dwelling unit must be usable and capable of being maintained without unauthorized use of other private properties.

- All buildings or portions thereof must be provided with approved exits and exit ways.
- Every sleeping room must have at least one operable window or exterior door approved for emergency escape or rescue.

Sanitary Conditions

The unit and its equipment must be free of vermin or rodent infestation.

Foundation

All structures must have a permanent foundation of concrete, block, or masonry. Properly treated wood foundations may be permitted with the approval of staff.

Drainage

- Drainage must be provided for yards and the open space of each property, which will accomplish the immediate diversion of water away from buildings. Standing water in crawl spaces must be eliminated.

- Each building must have a controlled method to dispose of water from roofs to prevent damage to the property. Gutters and downspouts must provide an adequate method of diverting water away from the building.

Fire Protection

- Each dwelling unit must have at least one smoke detector on each floor level and one in each bedroom.

- Interior finish materials of walls partitions (fixed or movable), floors, ceilings, and interior trim must not be subject to excessive surface flame spread, or in burning must not give off excessive amounts of smoke or toxic gases.

Carbon Monoxide

- Each dwelling unit must have at least one carbon monoxide detector on each floor level.

SECTION VII

REGIONAL GRANT COMMITTEE

A. Regional Grant Committee Composition

The Northwest Oregon Regional Housing Rehabilitation Program encompasses the three-county service area of Clatsop, Columbia and Tillamook counties. The Regional Grant Committee will review and make grant decisions for rehabilitation program participants in the three-county area. The grant committee refers to the five (5) member committee of CAT staff, excluding staff within the housing rehabilitation department, appointed to the committee for the term of the CDBG open grant by the Community Investment Director.

B. Committee Role

Community Action Team Housing Rehabilitation staff package the rehabilitation Grants. The Grant committee is presented with a file for review once household income, property eligibility, scope of work and proposed Grant amount have been determined. The Grant committee will review the project file and make a Grant decision. Confidentiality of clients shall be maintained at all times and personal financial records will not be public information.

SECTION VIII

APPEALS PROCESS

Applicants who are denied a Grant through the Northwest Oregon Regional Housing Rehabilitation Program will be notified of the decision. A Notice of Grant Decision stating the reason(s) for denial of the Grant will be mailed to the applicant within 5 business days of the decision. If an applicant disagrees with the decision, they can request a review of the decision. The request for review must be submitted in writing within thirty days of receipt of the notice and addressed to the Grant Committee. The request for review must be submitted to Community Action Team, Inc. The Grant Committee will schedule and review the decision. The applicant will be notified of the Grant Committee's review decision within 5 business days of the review. In the event that the applicant does not agree with the decision of the Grant Committee, they can then appeal to the responsible governing body.

SECTION IX

SCOPE OF WORK
for
NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM

A. Marketing - identify need for and carry out necessary marketing
- Brochures
- Radio Announcements
- Newspaper Articles
- Community Meetings
- Websites: www.cat-team.org and www.cat-team.org/nworhc

B. Application
- Eligibility Specialist reviews pre-screening forms to determine if applicants appear eligible
- Non-eligible applicants sent a Notice of Determination
- Eligible applicants placed on waiting list
- Eligible applicants notified of selection to apply for rehabilitation services; grant application and copy of information on the housing rehabilitation process sent to applicant
- Verification Process begins once applicant returns application and supporting documents

C. Applicant Eligibility
- Eligibility Specialist verifies information on application regarding ownership interest in property to be rehabilitated
- Eligibility Specialist verifies income and asset information on application

D. Property Eligibility
- Eligibility Specialist verifies information on application regarding property to be rehabilitated.
- Trio
- Title
- Fire Insurance
- Property Taxes
- Historic Property eligibility
- Manufactured Home eligibility

E. Applicant and Property eligibility verification completed by Eligibility Specialist
- Notice of Determination sent to households determined not eligible and applications are soft-filed
- If applicant is determined eligible, applications are hard-filed and the file is forwarded to rehabilitation specialist

F. Inspections and Quotes
- Rehabilitation Specialist evaluates property to be rehabilitated
- Discussion of evaluation, eligible repairs and contractor selection with homeowner
- Evaluation Report completed and eligible repairs determined
- Cost estimate prepared for file
- Specifications written and quotes solicited from licensed, bonded contractors. A copy of specifications and quote requests sent to homeowner
- Site Specific Environmental Review Processing
- Quotes reviewed by owner; scope of work finalized; homeowner selects contractor.

G. Other Rehabilitation Assistance

- Rehabilitation needs and financial needs are reviewed with the homeowner
- Housing Staff assist homeowner in loan and/or grant application process to banks or government agencies
- All additional rehabilitation assistance and/or refinancing in place prior to execution of homeowner grant agreement

H. Grant Approval and Closing

- Qualified applicant assigned Grant number; placed on rehabilitation Grant program spreadsheet
- File placed on Grant Committee Agenda
- Development Plan and Grant Approval Form prepared
- Site Specific Environmental Form prepared for review and approval by Certifying Officer
- Rehabilitation Specialist presents file to Grant Committee
- If Grant is approved the Eligibility Specialist prepares Homeowner Grant Agreement and supporting documents
- Copy of Grant Approval sent to Grant administrator to set up Payables/Draw Process; Fiscal Department assigns Project Code

I. Contracts

- Rehabilitation Specialist Prepares Contracts between Homeowner and Contractor
- Rehabilitation Specialist meets Homeowner and Contractor on site to do a walk through of project and to address questions and concerns prior to contract signing
- Both parties to contract sign; rehabilitation specialist witnesses signing

J. In Progress Inspections and Payables

- On site inspections made by rehabilitation specialist
- In Progress payments made on completed work; both homeowner and contractor sign payable
- Payables submitted to Community Action Team, Inc. Fiscal Department for processing

K. Final Inspection and Payables

- Final Inspection scheduled upon notification by contractor that project is complete
- Final Payable Prepared
- Authorization for Final Payable
- Contractor's Affidavit, Warranty and Lien Waiver
- Owner's Certification and Acceptance of Improvements
- Community Action Team, Inc. Certification of Final Inspection
- Final Inspection performed
- Final Approval on all Permits required prior to final payable
- Upon homeowner and rehabilitation specialist approval; final payable submitted for processing

L. Drawdown

- Cash requests for immediate cash needs are prepared on forms provided by Oregon Business Development Department
- all requests are accompanied by copies of source documentation that supports the amount of the request
- Progress on Activities report submitted along with Cash Request
- Community Action Team, Inc. prepares the cash request and progress on activities; responsible jurisdiction submits the request to Oregon Business Development Department

M. Program Tracking

- Homeowner funds available and homeowners receiving Grants are tracked on spreadsheets
- Copies of Grant Approvals are provided to responsible jurisdiction and to Community Action Team, Inc. Fiscal Departments for their records
- Community Action Team, Inc. Housing Department receives copy of general ledger from fiscal department to verify payable amounts
- Homeowner insurance tracked to make sure it is current
- Quarterly reports are provided to responsible jurisdiction
- Reports as required are prepared and submitted to Oregon Business Development Department

N. Other Services (The following services are not CDBG eligible expenses; other funds are used to provide these services for Housing Rehabilitation Grant Program participants)

- Mortgage Counseling as needed on a case by case basis
- Energy Conservation Counseling and Weatherization services as needed
- Home Maintenance Counseling as needed on a case by case basis
- Contractor Informational Meeting
- Grant Committee Training
- Public Presentations on Housing Rehabilitation Activities
- Referrals to other Housing Resource Center Services on an "as needs" basis

SECTION X

HOUSING REHABILITATION PROGRAM FORMS AND PROCEDURE

I.	MARKETING MATERIALS	TAB A
II.	HOUSING REHABILITATION GRANT PROGRAM CHECKLIST	TAB B
III.	WAITING LISTS	TAB C
IV.	APPLICATION PROCESS	TAB D
V.	HOUSING REHABILITATION INSPECTIONS AND BIDDING PROCESS	TAB E
VI.	GRANT APPROVAL PROCESS	TAB F
VII.	HOMEOWNER GRANT AGREEMENT	TAB G
VIII.	CONTRACTING PROCESS	TAB H
IX.	INSPECTIONS AND PAYABLES PROCESS	TAB I
X.	EVALUATION	TAB J
XI.	CASH REQUEST PROCESS SUPPORTING DOCUMENTS	TAB K

TAB A

I. MARKETING MATERIALS

COMMUNITY ACTION TEAM, INC.
HOUSING REHABILITATION GRANT PROGRAM

Community Action Team (CAT) is pleased to announce that they have a new program that you may be interested in participating in. It is a housing rehabilitation grant program. The housing rehabilitation grant program will provide grants to homeowner occupants to complete critical health and safety repairs or reasonable accommodation modifications on their homes. The program is available in Columbia, Clatsop and Tillamook counties.

Below you will find eligibility Information to help you decide if you might want to find out more about the housing rehabilitation grant program.

ELIGIBILITY: A qualified applicant must:

☐ Own and occupy the home to be repaired.
☐ Reside in a home that is site built, modular or manufactured (built in 1977 or later). Owner occupied manufactured homes (built 1977 or later) located in parks qualify.
☐ Have and maintain fire insurance.
☐ Have lived in the home for at least one year and plan to continue to occupy the home.
☐ Have an income that does not exceed 80% of area median income. (See chart below)

NUMBER IN HOUSEHOLD	1	2	3	4	5	6	7	8
CLATSOP	$31,300	$35,800	$40,250	$44,700	$48,300	$51,900	$55,450	$59,050
COLUMBIA	$41,200	$47,050	$52,950	$58,800	$63,550	$68,250	$72,950	$77,650
TILLAMOOK	$29,200	$33,400	$37,550	$41,700	$45,050	$48,400	$51,750	$55,050

ELIGIBLE HOME REPAIRS MAY INCLUDE

- Plumbing
- Electrical Work
- Roofing
- Weatherization
- Foundations
- Siding and Dry Rot
- Windows
- heating systems/furnaces
- Septic & Drainage Systems
- Wells
- Accessibility Modifications
- Health and Safety Repairs

HOME REPAIRS THAT ARE NOT ELIGIBLE

- Appliances (built-ins and water heaters eligible)
- Landscaping and Fences
- Cosmetics or Remodeling
- New Construction and Additions
- Repairs on outbuildings

PROCESS

If you are interested in finding out more about the program: **Give Community Action Team's ousing Rehabilitation Specialist, Dayle Shulda a call at: 503-366-6552.**

How do I apply?

Call our St. Helens office for an easy over the phone prequalification.

Feel comfortable to ask questions.

St. Helens office:

Community Action Team, Inc.
125 N. 17th Street
St. Helens, OR 97051

Dayle Shulda
503-366-6552

Sally McLaughlin
503-366-6544

Community Action Team, Inc.

Housing Rehabilitation Grant Program

This is an Equal Opportunity Program. Discrimination is prohibited.

EQUAL HOUSING OPPORTUNITY

DOES YOUR HOUSE NEED REPAIRS?

An Introduction to:

Community Action Team's

Housing Rehabilitation Grant Program

Proudly serving Columbia, Clatsop and Tillamook Counties

What does this Program do?

Community Action Team's Housing Rehabilitation Program offers grants to qualified homeowners for eligible health and safety home repairs and accessibility modifications

Who does the repairs?

The repair work will be completed by licensed and bonded contractors. CAT's Housing Rehabilitation Specialist will come to your home, talk with you about the repairs needed, write up specifications for the project and assist you with the bidding process. You will select your contractor once all bids are in.

How do I qualify?

- Own and occupy the home to be repaired.
- Reside in Columbia, Clatsop or Tillamook County.
- Reside in a home that is stick built, modular or manufactured (built in 1977 or later) (manufactured homes located in parks qualify)
- Have and maintain fire insurance. and flood insurance if the home is located in 100 year floodplain.
- Keep property taxes paid.
- Have lived in the home for at least one year and plan to continue to occupy the home.
- Have an income that does not exceed 80% of area median income.

What Repairs are Eligible?

- Roofing & Siding
- Septic Systems
- Wells
- Electrical
- Plumbing
- Doors & Windows
- Structural/Foundation Repairs
- Furnace/Heating Systems
- Ramps
- Landings and Stairs
- Dry Rot Repairs
- Handicapped Accessibility
- Weatherization/Insulation
- Flooring
- Critical health and safety repairs

What Repairs are NOT Eligible?

- New Construction
- Cosmetics and Remodeling
- Furnishings
- Appliances (water heaters and built-ins are eligible)
- Repairs to outbuildings
- Landscaping
- Fencing

Do I have to pay the repair funds back?

The repair funds are a grant to the homeowner occupants who live in and intend to remain in their home.

TAB B

II. HOUSING REHABILITATION GRANT PROGRAM CHECKLIST

HOUSING PROGRAM CHECKLIST

NW REGIONAL HOUSING REHABILITATION GRANT PROGRAM

Name _____ Grant # _____

Address _____ Phone # _____

Mailing Address _____ Phone # _____

1) CLIENT QUESTIONAIRE AND/OR PRE-SCREEN FORM; ADDED TO WAITLIST — Date _____ Dayle

2) APPLICATION FORM with Explanation of Program — Out (Sally) _____ Rec'd _____ Sally

3) MONTHLY INCOME — Rec'd _____ Sally

	BORROWER	CO-BORROWER			
Employment			*Income qualify under*	Rec'd	Sally
Social Security			*80% CDBG limits*	Rec'd	Sally
Pension				Rec'd	Sally
Other (Specify)				Rec'd	Sally

Self-Employed get current tax returns, all schedules _____ _____

4) PARTIES OF LAND SALES CONTRACT IF APPLICABLE _____ Rec'd _____ Sally

5) COPY OF FIRE INSURANCE DEC PAGE _____ Rec'd _____ Sally

5A) COPY OF FLOOD INSURANCE DEC PAGE IF APPLICABLE — Rec'd _____ Sally

6) PULL A TRIO FROM COUNTY WEBSITE County: _____ — Rec'd _____ Sally

Verify have lived there min 1 year _____ Verify taxes not more than one year behind _____ _____ Sally

If Manuf Home: VERIFY AGE IS 1977 OR LATER Year Built _____ _____ Sally

Verify Oregon DMV Title # _____ or MH Exempt # _____ _____ Sally

7) APPLICATION DETERMINATION: Form done, determination made _____ Sally

8) PLACE APP DET ON SHARED REHAB DRIVE — Done _____ Sally

9) IF APPROVED, DOCUMENTS TO REHAB SPECIALIST: IAPP, APP DET, TRIO, CHECK LIST — Out _____ Sally

10) NOD ON SHARED REHAB DRIVE _____ — Out _____ Sally

11) SITE VISIT Inspection & Photos — Date _____ In file _____ Dayle

12) SPECIFICATION: — In file _____ Dayle

13) SHPO _____ THPO _____ LEAD _____ SITE SPECIFIC _____ — In file _____ Dayle

14) BIDS TO: _____ Out _____ Rec'd _____ Dayle

_____ Out _____ Rec'd _____ Dayle

_____ Out _____ Rec'd _____ Dayle

15) FORM 5: CONTRACTOR SELECTION AND PROCEED WITH PROJECT OK — Out _____ Rec'd _____ Dayle

16) COPY OF FORM 5 TO LOAN SPECIALIST — Out _____ Dayle

17) DEVELOPMENT PLAN SPREADSHEET with grant number assigned TO SUSAN _____ SALLY _____ — Done _____ Dayle

18) PROJECT APPROVAL given; Approval form signed by (circle name(s)) Beverly Danner Casey Mitchell — Out _____ Sally

Copies of APPROVAL given to Susan on _____; Sally on _____ File: _____ — Done _____ Dayle

19) GRANT REVIEW COMMITTEE (circle who voted): — Done _____ Sally/Dayle

BRUCE DIANNE DAN CARMEN OTHER: _____ _____

20) GRANT AGREEMENT SIGNED and NOTARIZED ON _____ — In file _____ Sally

21) LEAD PAMPHLET TO HOMEOWNER _____ HOMEOWNER LEAD ACKNOWLEDGEMENT FORM _____ — In file _____ Sally

22) PROJECT ADDED TO MASTER SPREADSHEET BY Susan _____ — Done _____ Susan

23) CONSTRUCTION CONTRACT & SPECS: — In file _____ Dayle

24) PARTIAL PAYABLESS TO SUSAN _____ Submitted to SUSAN FOR SIGNATURE _____ — In file _____ Dayle

25) FINAL INSPECTION & PAYABLE TO SUSAN _____ Submitted to SUSAN FOR SIGNATURE _____ — In file _____ Dayle

26) SIGNED OFF BUILDING PERMIT PERMIT NUMBER _____ COPIES IN FILE — In file _____ Dayle

27) CONTRACTOR CERTIFICATION — In file _____ Dayle

28) Other Supporting documentation or comments: _____ — Date _____

29) Other Supporting documentation or comments: _____ — Date _____

30) FOLLOWUP QUESTIONNAIRE TO CLIENT — Mailed _____ Dayle

31) REHAB SPECIALIST GIVES CONSTRUCTION FILE TO LOAN SPECIALIST TO MARRY — Done _____ Dayle

32) FINAL REPORTS TO CITY/COUNTY GRANT RECIPIENT/CAT BOARD/STATE AGENCIES _____ Susan

TAB C

III. WAITING LIST

COMMUNITY ACTION TEAM (CAT)

WAITING LIST SCREENING FORM FOR HOUSING REHABILITATION GRANTS

The Housing Rehabilitation Grant Program provides funds to make necessary critical and health and safety repairs or provide accessibility modifications for your home. You do not have to pay for the work performed on your home as long as you do not move for two years after the work is completed. You may occupy a home on land you own or a manufactured home you own that is located in a park. If after answering these questions, you are still interested, you will be placed on a waiting list. An application package will be sent to you at the time we are able to serve you.

Last Name:	First Name:	Phone Number:	Work Number:		Today's Date
		Cell Number:	Contact Number:		/ /
Property Address:		City:	State:	Zip:	County:
Mailing Address: (live blank if same as property address)		City:	State:	Zip:	

Information About Your Home

Do you Own Your Home? ☐ Yes ☐ No, **if No STOP HERE**, you do qualify				Mortgage ☐ Land Sales Contract ☐ DMV Title ☐ Other ☐				
Type of Home?	☐ wood framed single family home	manufactured home ☐ in park ☐ on lot		☐ other(list)	Year Built:	If you live in a manufactured home built before 1977 **STOP HERE**, you do not qualify		
How long have you lived in your home?		Do you have?	Homeowners Insurance?	☐ Yes ☐ No	Flood Insurance?	☐ Yes ☐ No	Are your property taxes current?	☐ Yes ☐ No	If no, how many years owed?
Is anyone other than you or your spouse on title to your property?	☐ Yes ☐ No	Do you have any judgments or liens (other than mortgage)?	☐ Yes ☐ No	If yes, IRS Lien? ☐	Other information about home you want to share? (Use back of form)			
Type of Heat (all that apply)?	☐ electric	☐ natural gas	☐ propane	☐ wood	☐ oil	☐ pellet	☐ no heat	☐ other (list)

List all household members who live in your home. (If more than 6 family members, please use back of form to provide the information)	Disabled	Veteran	Senior (≥ 60)	Under 18	Farmworker	Source of Income and/or Benefits	***Stated Annual Income per Individual
1.							
2.							
3.							
4.							
5.							
6.							
Total Number in Household						**Total Annual Household Income**	$

What Types of Critical and Healthy and Safety Repairs or Accessibility Modifications Does Your Home Need? (check all that apply)

☐ Roof Replacement	Leaking?	☐ Yes	☐ No	☐ Heat Source Replacement	Failed or Tagged?	☐ Yes	☐ No
☐ Electrical Upgrade	Safety Issues?	☐ Yes	☐ No	☐ Septic System Replacement	Failed or DEQ citation?	☐ Yes	☐ No
☐ Plumbing Upgrade	Safety Issues?	☐ Yes	☐ No	☐ Well Replacement	Dry or water not potable?	☐ Yes	☐ No
☐ Foundation Repair	Safety Issues?	☐ Yes	☐ No	☐ Accessibility Modifications- Please list:			
☐ Siding Replacement	Safety Issues?	☐ Yes	☐ No				
If Yes is checked on any repair above, please describe:				☐ Other repairs- Please list:			

There is a waiting list. Would you like your name to be added? ☐ Yes ☐ No Please call us if your circumstances change.

Info taken by DS _____ **SMcL** _____ **Other staff (initials)** _____

NORTHWEST REGIONAL HOUSING REHABILITATION WAITING LIST

	DATE ENTERED	LAST NAME	FIRST NAME	PHONE	email address	PHYSICAL ADDRESS	CITY, STATE, ZIP	MAILING ADDRESS IF DIFFERENT	COUNTY	DWELLING TYPE (Site Built, Modular, MH on lot, MH in park, etc)	Year Built	REPAIRS REQUESTED	Critical or H&S	HCP ACCESS.	ESTIMATED COST OF REPAIRS	# in HH	INCOME (30%, 50%, 60%, 80%)	≥62, HCP, VET, ≤6)	Appears Eligible for (CDBG, HPG, WX, OTHER)	ADDITIONAL RELEVANT INFORMATION	FOLLOW UP	ALT PHONE
1	5-Jan-15	Homeowner	One	111-111-1111	one@gmail.com	1111 First Street	Garibaldi, OR 97118	PO Box 151, Garibaldi 97118	Tillamook	Site Built (Wood Framed)	1955	Roof, Ramp, Bathroom Accessibility Modifications	Yes	Yes	$8,500	1	50%	≥62, Vet	CDBG, HPG, WX, RDS04	roof is actively leaking	1-Jun-15	666-666-6666 (cell)
2	12-Feb-15	Homeowner	Two	222-222-2222	two@yahoo.com	2222 2nd Street Sp #2	Clatskanie, OR 97016		Columbia	MH in park	1980	Roof, Floor Repair, Furnace	Yes	No	$7,700	4	60%	≤6	CDBG, WX	Furnace has Failed	1-Jun-15	777-777-7777 (work)
3	20-Feb-15	Homeowner	Three	333-333-3333	three@hotmail.com	3333 3rd Ave	Seaside, OR 97038		Clatsop	Modular	1988	Roof, Siding Repair, Foundation Repair	Yes	No	$9,500	2	80%	Vet	CDBG	Wood Siding has dry rot	1-Jun-15	no
4	1-Apr-15	Homeowner	Four	444-444-4444	four@msn.com	4444 4th Ave Sp #4	Astoria, OR 97103		Clatsop	MH in park	1988	Roof, Floor Repair, Furnace, Water Heater	Yes	No	$8,200	1	50%	≥62	CDBG, WX	Roof is actively leaking, furnace has failed	1-Jun-15	no
5	1-Apr-15	Homeowner	Five	555-555-5555	two@gmail.com	115 N Fifth Street	St. Helens, OR 97051		Columbia	Site Built (Wood Framed)	1967	Roof, Ramp, Widen Doors, Grab Bars	No	Yes	$10,500	1	50%	HCP	CDBG, WX, RDS04	Modifications will allow homeowner to stay in home	1-Jun-15	no
6	3-Apr-15	Homeowner	Six	666-666-6666	three@yahoo.com	234 3rd Street Sp #29	Warrenton, OR 97146		Clatsop	MH in park	1976	Replace Furnace and Water Heater	Yes	No	$4,000	5	50%	≤6	WX, OTHER	Furnace and Water Heater have failed (REFER TO WX ASAP)	1-Jun-15	no
7	5-May-15	Homeowner	Seven	777-777-7777	four@hotmail.com	633 6th Ave	Tillamook, OR 97141		Tillamook	Site Built (Wood Framed)	1980	Roof, New Stairs and Landings	Yes	No	$6,500	2	50%	≥62	CDBG, WX, RDS04	Landings and stairs are not safe. Couple in 80s	15-Jul-15	no
8	7-May-15	Homeowner	Eight	888-888-8888	five@msn.com	554 7th Ave Sp #12	Wheeler, OR 97147	PO Box 87, Wheeler, OR 97147	Tillamook	MH in park	1979	Roof, Windows, wall and floor damage	Yes	No	$8,000	6	50%	≤6	CDBG, WX	Roof leaks, windows leak; causing damage to walls & floors	15-Jul-15	no
9	15-May-15	Homeowner	Nine	999-999-9999	three@gmail.com	11 N 10th Street	Astoria, OR 97103		Clatsop	Site Built (Wood Framed)	1893	Roof, Gutters, Siding Repair, Ramp	Yes	Yes	$18,000	3	80%	≥62	CDBG	Historic Home on hillside	15-Jul-15	no
10	3-Jun-15	Homeowner	Ten	111-222-3333	four@yahoo.com	982 17th Street	St. Helens, OR 97051		Columbia	MH on lot	1977	Roof, Furnace, New Flooring	Yes	No	$10,000	2	50%	≥62	CDBG, WX	Roof leaks, furnace red-tagged	15-Jul-15	no

TAB D

IV. APPLICATION PROCESS

CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
124 N. 18th St.
St. Helens, Oregon 97051
Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 279
Housing Development
Community Facilities

HOUSING CENTER
(800) 325-8098 or (503) 325-8098
Housing Information & Referral
Homeowner & Tenant Trainings
Home Ownership Assistance

SELF-HELP HOUSING
Acquisition Rehabilitation Sweat Equity
(503) 366-6550
(503) 366-6544

HOUSING REHABILITATION
Rehabilitation
Weatherization
Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 366-6552

EMERGENCY HOUSING PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 336-6546
(800) 404-3511

CHILD & FAMILY DEVELOPMENT PROGRAM
PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

ENERGY SERVICES PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-4951
(866) 722-4951
Energy Utility Assistance
Consumer Education
Tillamook
(503) 842-3267
(866) 722-4951
Astoria
(866) 722-4951

SENIOR, RESPITE & VETERANS SERVICE PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

DISASTER RECOVERY PROGRAM
125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"Building Bridges to Self-Sufficiency"

TIME SENSITIVE --- PLEASE RESPOND BY <INSERT DATE>

<DATE>

<HOMEOWNER(S)>
<ADDRESS>
<CITY>, <STATE>, <ZIP>

Dear <Homeowner(s)>,

Your name has come to the top of the Housing Rehabilitation Waiting List. Please provide the following documents. Funding is limited for this program. Please submit your documents by <date> or your name will be removed from the waiting list.

1. **Rehabilitation Application** - (6 pages, enclosed) Complete and sign on page 5 of 6.

2. **Release of Information Authorization Form** - Complete and sign on page 6 of 6.

3. **Explanation of Program** - Read explanation, keep the explanation for your records. Sign and return the **Explanation of Program Acknowledgement**.

4. **Most recent bank and investments statements(s) – B**oth checking, savings and investment statements for each bank or investment firm you conduct business with.

5. **Homeowners Insurance Policy –** Evidence of Coverage

6. **Flood Insurance Policy –** If you reside in a 100 year flood plain and/or if your lender requires flood insurance, provide Evidence of Coverage.

7. **Mortgage Statement –** If you have a mortgage or are making payments on your home, provide your most recent statement.

8. **Most recent property tax statement.**

9. **Real Estate (other than your primary residence) that you have ownership interest in –** Provide a property tax statement or mortgage statement for each property

10. **During your application review process, Community Action Team may request additional information from you to determine your eligibility.**

Please return completed application and requested documents no later than <date> to:

Sally McLaughlin
Community Action Team, Inc.
125 N 17th Street
St. Helens, OR 97051

If you have any questions or concerns regarding the application process, please contact me at 503-366-6544/ smclaughlin@cat-team.org /fax 503-397-1672.

Sincerely,

Sally Mclaughlin
Loan Originator NMLS #617742

/sjm
Enc

Community Action Team, Inc.
Housing Rehabilitation

St. Helens Office
125 N 17th Street
St. Helens, OR 97051
503-366-6544 FAX 503-397-1672

GRANT PROGRAM APPLICATION

APPLICATION PROCESS

CAT will contact you once your application has been processed. If you are eligible for the program your file will be sent to the rehabilitation specialist. The rehabilitation specialist will contact you to schedule a site visit. Please be patient. To advance in the application process you must complete all items and attach the applicable documentation.

YOUR PERSONAL CHECKLIST
TO ADVANCE IN THE APPLICATION PROCESS, PLEASE MAKE SURE YOU PROVIDE **ALL** OF THE APPLICABLE DOCUMENTS LISTED BELOW

Enclosed	Not applicable	Item	Example
1. Proof of income			
☐	☐	Salaries	1 month pay stubs (for every member of the household)
☐	☐	Social Security or SSI	award letter or Form 1099
☐	☐	Pensions	monthly statement or yearly award letter
☐	☐	Child support	final divorce decree or Child Support Enforcement printout
☐	☐	Unemployed	Unemployment Office printout
☐	☐	Self-employed	copy of last year's tax return
☐	☐	Investment Income	statements from stocks, bonds, dividends, interest, CDs, etc
☐	☐	Other income	written statements or letters
2. Asset Verification			
☐	☐	Bank Statements	2 months- all pages
☐	☐	Investments	Quarterly or Annual Statements
☐	☐	Real Estate (other than home)	Property Tax Statement or Mortgage
3. Proof of ownership			
☐	☐	Fire insurance	Declaration page
☐	☐	Flood insurance	Declaration page
☐	☐	Mortgage Statement/Title	recent month or year end
☐	☐	Property tax Statement	most recent
4. Release of Information and Consent Form – required			
☐		Please ***sign and date*** attached form	

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OWNER APPLICANT		CO-OWNER APPLICANT	
Name		Name	
Mailing Address		Mailing Address	
Phone Number	Birth Date	Phone Number	Birth Date
Cell Phone	E-mail Address	Cell Phone	E-mail Address
NAMES AND BIRTHDATES of all other household members (add another page if necessary)			

PROPERTY TO BE IMPROVED	
Physical Address of Home:	Present Value(if known) $
	Present Balance Owed: $
Make house payments to:	Date Purchased:
Address of lender:	Name of Fire Insurance Company:
	Name of Fire Insurance Agent or Agency:
Heat type:	Telephone Number of Agent or Agency:
Type of home: ☐ wood framed single family home ☐ manufactured home on lot ☐ manufactured home in park ☐ other (list)	
Year home built:	*** Please note that if you live in a manufactured home built before 1977, you do not qualify for the housing rehabilitation grant program. Contact Community Action Team for information about other programs that might be able to assist you with your home repair needs.*

D-3

HOUSEHOLD INCOME for past 30 days			
Owner Applicant		**Owner Co-Applicant**	
Income source:	Name of person receiving income	Income source:	Name of person receiving income
Address & phone #:		Address & phone #:	
Gross amount per month: $	How long receiving?	Gross amount per month: $	How long receiving?
Income source:	Name of person receiving income	Income source:	Name of person receiving income
Address & phone #:		Address & phone #:	
Gross amount per month: $	How long receiving?	Gross amount per month: $	How long receiving?
Other household income (for all persons over age 18)			
Gross amount per month: $	How long receiving?	Gross amount per month: $	How long receiving?
Address & phone #:		Address & phone #:	
Gross amount per month: $	How long receiving?	Gross amount per month: $	How long receiving?

Please use space below or on back of this page if there is additional income to report. **All income for household must be declared.**

D-4

ASSETS- Bank or Investment Accounts ***(for all members of household over 18)***			
Please include pensions, CDs, money market accounts, etc.			
Name of Bank	Name(s) on the Account	Name of Bank	Name(s) on the Account
Address		Address	
Checking Account Number	Balance	Checking Account Number	Balance
Savings Account Number	Balance	Savings Account Number	Balance
Name of Bank	Name(s) on the Account	Name of Bank	Name(s) on the Account
Address		Address	
Checking Account Number	Balance	Checking Account Number	Balance
Savings Account Number	Balance	Savings Account Number	Balance
ASSETS – Automobiles			
Automobiles owned (Make & Yr)	Value: $	Automobiles owned (Make & Yr)	Value: $
Automobiles owned (Make & Yr)	Value: $	Automobiles owned (Make & Yr)	Value: $
Automobiles owned (Make & Yr)	Value: $	Automobiles owned (Make & Yr)	Value: $
ASSETS – other (motor homes, boats, other property, etc.) Do not include household furnishings			
Asset	Value: $	Asset	Value: $
Asset	Value: $	Asset	Value: $

Property(other than home you reside in) ☐ residential ☐ commercial ☐ land	Property Value: $	Physical address of property:
Property (other than home you reside in) ☐ residential ☐ commercial ☐ land	Property Value: $	Physical address of property:

Use additional sheets if needed

CRITICAL, HEALTH AND SAFETY REPAIRS OR ACCESSIBILITY MODIFICATIONS NEEDED

☐ Roof Replacement	Leaking?	☐ Yes	☐ No
☐ Electrical Upgrade	Safety Issues?	☐ Yes	☐ No
☐ Plumbing Upgrade	Safety Issues?	☐ Yes	☐ No
☐ Foundation Repair	Safety Issues?	☐ Yes	☐ No
☐ Siding Replacement	Safety Issues?	☐ Yes	☐ No
☐ Dry Rot Repairs	Safety Issues?	☐ Yes	☐ No
☐ Heat Source Replacement	Failed or Tagged?	☐ Yes	☐ No
☐ Septic System Replacement	Failed or DEQ citation?	☐ Yes	☐ No
☐ Well Replacement	Dry or water not potable?	☐ Yes	☐ No

If you answered yes on any repair(s) above, please describe

☐ Accessibility Modifications ***Please describe below

List types of accessibility modifications you need:

☐ **Other repairs – Please list**

D-5

OPTIONAL INFORMATION

The information below is for the purpose of verifying compliance with Federal Civil Rights Laws. You are not obligated to complete this information to obtain the benefits by this program. All information collected will remain strictly confidential.

Number of people in household:		**Female head of household** *Yes/No*		
Hispanic or Latino?	*Not Hispanic or Latino?*	**Number in household who are:**		
Am. Indian or Alaskan Native?	*White?*	*Male*	*Female*	
Am. Indian or Alaskan Native?	*Black?*	**Food stamps?**	*Yes?*	*No?*
Native Hawaiian or Other Pacific Islander?	*Asian ?*	**Education Level of all persons age 24 and older**		
Multi Race (any 2 or more of the above)?	*Other?*	*Grades 0 –8th*	*HS graduate (GED)*	
How many? *Disabled?*	*Have no health insurance?*	*Grades 9-12 (non-grad)*	*12-some college*	
Veteran?	*Migrant/Farmworker/ Seasonal Worker?*		*2 or 4 year college*	

This is an Equal Opportunity Program. Discrimination is prohibited.

[ ] **I have received the Explanation of the Housing Rehabilitation Grant Program**

Please initial

PENALTY FOR FRAUDULENT STATEMENT:

Oregon Law makes it a Class A Misdemeanor (punishable by up to one year in prison or a fine of up to $1,000) for a person to issue a false statement (with intent to defraud) (ORS 165.100). It is also a Class A misdemeanor for a person to obtain the execution of documents by deception with the intent to defraud or injure another or acquire a substantial benefit (ORS 165.102). I declare that I have examined this request for housing rehabilitation assistance and, to the best of my knowledge and belief, the information contained in it is true, correct and complete.

[ ] **I have read and understand the Penalty for Fraudulent Statement above.**

Please initial

Print Name **Print Name**

Signature **Date** **Signature** **Date**

D-6

Serving Clatsop, Columbia and Tillamook Counties for 50 years
125 N. 17th Street, St. Helens, OR 97051
(503) 366-6552 Dayle Shulda
(503) 366-6544 Sally McLaughlin
Fax (503) 397-1672

Release of Information Authorization and Consent Form

Applicant #1 Name: _____

Property Address: _____

Mailing Address (if different from above): _____

Contact Numbers: Cell_____ Work_____ Home: _____

Applicant #2 Name: _____

Property Address: _____

Mailing Address (if different from above):_____

Contact Numbers: Cell_____ Work _____ Home: _____

I/we give authorization to Community Action Team, Inc. and any of its representatives to speak on my/our behalf. With this consent, I/we authorize my creditors, landlords, employers (past and present), and utility companies to speak with Community Action Team, Inc. in regards to my application for the Housing Rehabilitation Grant Program. I authorize and direct any federal, state or local agency, organization, business or individual to release information to and receive information from Community Action Team, Inc. staff to complete and verify information I have provided to Community Action Team, Inc. as it pertains to my/our application for assistance. I/we authorize Community Action Team, Inc. to submit for grant data collection purposes and monitoring and compliance purposes my/our information.

I/we give consent to Community Action Team, Inc. to obtain my/our credit report if required. I/we give authorization to Community Action Team, Inc. to conduct follow-up interviews with me/us related to program evaluation.

Applicant #1 Signature _____ Date_____

Applicant #2 Signature _____ Date _____

Building bridges to self-sufficiency

EQUAL HOUSING OPPORTUNITY

D-7

COMMUNITY ACTION TEAM, INC.
HOUSING REHABILITATION GRANT PROGRAM

EXPLANATION OF PROGRAM

ELIGIBILITY: A qualified applicant must:

☐ Own and occupy the home to be repaired.

☐ Reside in Columbia, Clatsop or Tillamook County

☐ Reside in a home that is site built, modular or manufactured (built in 1977 or later). Owner occupied manufactured homes (built 1977 or later) located in parks qualify.

☐ Have and maintain fire insurance.

☐ Have lived in the home for at least one year and plan to continue to occupy the home.

☐ Have an income that does not exceed 80% of area median income. (See chart below)

NUMBER IN HOUSEHOLD	1	2	3	4	5	6	7	8
CLATSOP	$31,300	$35,800	$40,250	$44,700	$48,300	$51,900	$55,450	$59,050
COLUMBIA	$41,200	$47,050	$52,950	$58,800	$63,550	$68,250	$72,950	$77,650
TILLAMOOK	$29,200	$33,400	$37,550	$41,700	$45,050	$48,400	$51,750	$55,050

ELIGIBLE HOME REPAIRS MAY INCLUDE

- Plumbing
- Electrical Work
- Roofing
- Weatherization
- Foundations
- Siding and Dry Rot
- Windows
- heating systems/furnaces
- Septic & Drainage Systems
- Wells
- Accessibility Modifications
- Health and Safety Repairs

HOME REPAIRS THAT ARE NOT ELIGIBLE

- Appliances (built-ins and water heaters eligible)
- Landscaping and Fences
- Cosmetics or Remodeling
- New Construction and Additions
- Repairs on outbuildings

PROCESS

☐ Complete the enclosed application. Include all applicable verification documents.

☐ Send documents to CAT Housing Rehabilitation office: 125 N 17th Street, St. Helens, OR 97051

☐ The application will be reviewed for applicant, property and project eligibility.

☐ The CAT Rehabilitation Specialist will schedule an appointment to visit your home to review the improvements you requested and suggest other improvements, if required.

☐ The rehabilitation specialist prepares a scope of work for your project. You review the scope.

☐ You the homeowner(s) solicit 3 bids for home repairs from qualified licensed and bonded contractors. You the homeowner selects the contractor to complete your home repairs.

☐ Your project is presented to the Grant Committee for review and approval. You will be notified of approval, denial or approval with conditions within five business days of the Grant Committee meeting.

☐ If your project is approved, CAT will schedule a time or you to sign the Grant Agreement and the contract between you the homeowner(s) and the contractor.

☐ Your home repair project begins. The homeowner(s) approves the work. CAT pays the contractor.

GRANT AGREEMENT

The homeowner signs an agreement with Community Action Team acknowledging that the rehabilitation work performed is for the benefit of the homeowner occupants. The homeowner(s) agrees to live in the home for at least two years after the work is completed or the grant must be repaid.

EXPLANATION OF PROGRAM ACKNOWLEDGEMENT

Instructions: Please read the explanation of program on the previous page. If you have any questions about the program, call Sally McLaughlin at Community Action Team at 503-366-6554. Keep the explanation of program page for your records. Sign and date this page and return to Community Action Team with your completed application.

I acknowledge that I have received, read and understood the Explanation of Program document for the Community Action Team Housing Rehabilitation Grant Program

Signature of Homeowner **Date**

Signature of Homeowner **Date**

COMMUNITY ACTION TEAM, INC.

Northwest Regional Housing Rehabilitation Grant Program

APPLICATION DETERMINATION

Owner _____

Co-Owner _____

Physical _____

Address _____

County _____

Phone _____ **No. in household:** _____

INCOME WORKSHEET			
Client	**Income Sources**	**Monthly**	**Yearly**
TOTAL INCOME		**$0.00**	**$0.00**

INCOME GUIDELINES			Meets Income Eligibility for	
80%	CDBG Rehab	County	☐ yes	☐ no
80%	Wood/Pellet Stove Replacmnt	County	☐ yes	☐ no
60%	Wx- LIHEAP, ECHO	State wide	☐ yes	☐ no
200%FPL	WX- BPA, DOE	State wide	☐ yes	☐ no
50%	HPG & RD 504	County	☐ yes	☐ no

PROPERTY WORKSHEET			
Ownership Determined	**Property Taxes Current**	**Homeowners Insurance**	**Property Qualifies (Northwest Regional Housing Rehabilitation Grant Program)**
☐ yes	☐ yes	☐ yes	☐ yes
☐ no	☐ no	☐ no	☐ no

Additional Comments/ Explanation

I certify that I have completed the review of income and property documents for the applicant (s) above. Based on the review it has been determined that the applicant(s) meets the income and property eligibility requirements for the Northwest Regional Housing Rehabilitation Grant Program. Proceed with site visit.

_____

Signature Date

Community Action Team, Inc.
Housing Rehabilitation Program
125 N. 17th, St. Helens, OR 97051
503-397-3511 Fax 503-397-1672

NOTICE OF DETERMINATION

<date>

< homeowner(s) name>
<homeowner address>
<City, State, Zip>

Date of Application: _____

Action on your application for the Housing Rehabilitation Program has been taken as follows:

☐ Approval Date _____ (You will be contacted by CAT's rehabilitation specialist)

☐ Placed on active waiting list.

****

YOUR APPLICATION HAS BEEN DENIED FOR THE FOLLOWING REASON:

☐ Over income eligibility guidelines.

☐ Property does not meet eligibility requirements.

☐ Homeowner applicant decided to withdraw from program.

☐ Other (specify) _____

Signature of applicant _____ Date _____

Signature of applicant _____ Date _____

If you disagree with the reason stated above for denial of service, or if you want to submit additional information which might entitle you to a reconsideration, you may request a review by C.A.T. You must request a review, either orally or in writing within thirty (30) days of the receipt of this notice.

After your request is received, a review will be scheduled within thirty (30) days. You will receive a written notice of results in writing thirty (30) days after your review. You will have thirty (30) days to appeal the results.

It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin.

_____ _____

Signature Homeownership Specialist Date

TAB E

V. HOUSING REHABILITATION INSPECTIONS AND BIDDING PROCESS

REHABILITATION SPECIALIST CHECKLIST

NAME: _____

PROPERTY ADDRESS: _____

_____

TASK	DATE	Y/N	COMMENTS
Site Visit			
Process Discussion with Homeowner			
Inspection Forms and Photos			
Scope of Work			
Section 106 Forms to SHPO			
Section 106 Forms to THPO			
Address and Scope to Landmarks			
Lead Assessment Ordered			
Determine Matching Funds/Other			
Project out to Bid			
Site Specific to Certifying Officer			
Homeowner-Contractor Selection			
Development Plan			
Grant Committee Review			
Grant Agreement			
Project to Master Spreadsheet			
Pre-Rehab Walk Through			
Homeowner-Contractor Contract			
Contract Supporting Documents			
Progress Inspection			
Progress Payments			
Final Inspection			
Approved Permits			
Final Payable			
Client Questionnaire "How Did We Do?"			
File Closeout			

INITIAL DISCUSSION WITH HOMEOWNER(S)
Site Visit

NAME: _____ **DATE:** _____

PROPERTY ADDRESS: _____

_____

- ☐ How the Housing Rehabilitation Program Works (Step1- Income and property qualification, Step 2 - House Review & bidding process, Step 3- Grant Approval Step 4 - Contracting, Step 5 - Payments)
- ☐ Mitigation and rehabilitation versus Remodel
- ☐ Health & Safety Issues
- ☐ Eligibility for other programs (Weatherization, HPG, Rural Development, Energy Assistance)
- ☐ Approximate timelines (bidding process, homeowner participation, grant qualification process and/or loan board presentation)
- ☐ Understanding limitations of the Rehabilitation Program. Possible need to make choices.
- ☐ Assessments required depending on age of home (LEAD, SHPO)
- ☐ Lead Paint Brochure – "Protect Your Family from Lead in your Home"

Comments/Questions from Homeowner(s):

The above items have been discussed with me/us. I/We understand that I/we can call (503-366-6552) or e-mail the Rehabilitation Specialist (dshulda@cat-team.org) with additional questions regarding my/our rehabilitation project as the project progresses.

_____ _____
HOMEOWNER **HOMEOWNER**

_____ _____
REHABILITATION SPECIALIST **DATE**

COMMUNITY ACTION TEAM INC. HOUSING REHABLILITATION
PROPERTY INSPECTION FORM

I. Administrative

Owner _____
Address _____
City / Zip Code _____
Phone (Home) _____
Phone (Work) _____
Occupants _____
Audit Date _____
File # _____
Auditor _____

II. General Building Data

Structure _____
Year Built _____
Levels 1 1&1/2 2 3
Area W_____ x L_____ = _____
Volume Area_____ x H_____ = _____
#Bedrooms 1 2 3 4
1st Heat FAElec BBElec Oil Gas Wood _____
2nd Heat FAElec BBElec Oil Gas Wood _____
Utility Co. (All that apply) Tlmk PUD ColRivPUD ClatsPUD PacificPower PGE WesternORElec NW Natural Oil Vendor _____

III. Foundation / Underfloor Area

Circle One: Heated Basement Unheated Basement Crawlspace (Clearance:_____) Slab on Grade

FoundationType _____ Condition _____
Skirting Type _____ Condition _____
Floor Joists Size:_____ Spacing:_____ Condition _____
Insulation Type _____ Condition _____

Ground Cover ? Y N
Pipes Wrapped? Y N
Heating Ducts Insulated ? Y N
Adequate Ventilation? Y N
Evidence of Moisture ? Y N
Evidence of structural damage? Y N

Comments:

IV. Roofing / Attic Area

Roofing Type _____ Condition _____
Sheathing Type _____ Condition _____
Insulation Type _____ Condition _____
Ceiling Joists Size:_____ Spacing:_____ Condition _____
Attic Ventilation Soffit Gable Ridge Other None Condition _____
Gutters/Downspouts Condition _____

Adequate Ventilation ? Y N
Active Leaks ? Y N
Evidence of Moisture ? Y N
Evidence of Structural Damage ? Y N
Chimney in Use ? Y N

Comments:

V. Exterior Walls (see attached page for window and door sizes)

Siding Type _____ Condition _____
Paint Color _____ Condition _____
Window Type _____ Condition _____
Door Type _____ Condition _____
Insulation Type _____ Condition _____
Comments:

VI. Interior

Floors _____ Condition _____

Walls and Ceilings _____ Condition _____

Mold or Mildew? **Y N** Soft Floors ? **Y N** Bedroom Egress? **Y N**

Location: _____ Location: _____

Comments:

VII. Plumbing

Supply Lines _____ Condition _____

Waste Lines/Vents _____ Condition _____

Bathroom Fixtures _____ Condition _____

Kitchen Fixtures _____ Condition _____

Water heater Location: _____ Type: _____ Pressure Relief Valve: _____ Condition: _____

Septic System Type: _____ Location: _____ Condition

Comments

VIII. Electrical

Service Updated ? **Y N** _____ Condition _____

Panel Fuses / Breakers _____ Location _____

Smoke Detectors Hard Wired / Battery Operated / None Locations _____

Branch Wiring Grounded? **Y N** GFI in Kitchen? **Y N** GFI in Bath? **Y N**

Comments

IX. HVAC

Furnace Type: _____ Location: _____ Condition _____

Ducts Type: _____ Location: _____ Condition _____

Flue / Chimney Type: _____ Location: _____ Condition _____

Secondary Heat Type: _____ Location: _____ Condition _____

Bath Exhaust Fan **Y N** Condition _____

KitchenExhaustFan **Y N** Condition _____

Comments

Blower Door Test Recommended ? **Y N** _____

Combustion Safety Testing Recommended ? **Y N** _____

X. Comments

ADDITIONAL NOTES OR DRAWINGS

Section 8 Housing Quality Standards Checklist

Your unit must be **"DECENT, SAFE and SANITARY"**. Make sure the unit you choose/occupy will pass the basic inspection guidelines. Check off problem items as you go through the unit on your first visit. These conditions also apply to all common areas that are included with your unit; such as: laundries, hallways, community rooms, parking lots, etc. **DISCUSS DEFECTS WITH PROSPECTIVE or CURRENT LANDLORD.**

General Items:

_____ **Housekeeping**: The unit must be "**decent, safe, and sanitary**".

_____ A mobile home **must** have at minimum of 4 tie-downs installed.

_____ Most rooms should have 2 working electrical outlets or 1 outlet and 1 permanent light fixture, be well-lighted and free of electrical hazards.

_____ All ground floor windows that are designed to be opened, including windows painted shut, **must** have working mechanical locks (if the sill is within 6 feet of ground) and their frames in good condition.

_____ Any cracked or broken glass in the windows **must** be replaced.

_____ Walls, ceilings, and floors should be clean and free of defects.

_____ The heating system and water heater **must** be operable and in good condition. The heating system **must** be capable of heating the living quarters of the entire unit. Water heaters **MUST** have a temperature pressure release valve, and a discharge line that extends to within 6 inches of the floor.

_____ All utilities (gas, electric, water, garbage service, etc.) **must** be in service, regardless of who pays utility.

_____ The house and yard **must** be free of trash, garbage and debris.

_____ All interior steps of 4 or more **must** have a handrail. Any landing or edge with a drop-off **must** have a rail.

_____ There **must** be **NO** deteriorated painted surfaces, interior or exterior.

Kitchen:

_____ The stove, oven and refrigerator **must** be working properly. This includes tenant or landlord supplied appliances.

_____ There must be adequate storage space and counter space for food preparation.

_____ All plumbing **must** operate properly and be free of leaks.

Bathroom:

_____ The tub, sink, shower and toilet **must** be working, in good condition, with no leaks.

_____ There **must** be 1 window that opens, or a vent shaft, or an electrical vent fan. **No exceptions**.

_____ The floor around the tub, shower, and toilet, **must** be solid and free of defects or soft spots.

_____ All tub/shower – wall/floor seams, and tub/shower fixtures **must** have good seals.

Bedrooms:

_____ If the windows are designed to open; all **must** open and close properly, and be lockable if on the ground floor or accessible from a common roof.

Building Exterior:

_____ The foundation, stairs, railings, porches and roof **must** be free of hazards or deterioration.

_____ All gutters (if installed) **must** be free of deterioration, and not blocked by debris.

_____ There **must** be a handrail where there are 4 or more steps. All landings, porches, decks, etc., with a drop-off of 30 inches or more, **must** have a rail.

_____ The chimney, and any other brick/stone/cement work, **must** be free of loose bricks and/or mortar.

Smoke detector(s):

_____ Single-level units **must** have at least one smoke detector, in operating condition.

_____ Multi-level units **must** have 1 smoke detector per floor, including finished attics, exit/entryways, and usable basements.

_____ Single smoke detectors **must** provide adequate coverage per floor.

NOTE: As of 01/01/02, **Oregon State law** requires landlords to replace outdated battery operated smoke alarms with newer model alarms equipped with the 10 year lithium battery and the hush/silence button feature, in all tenant-occupied housing. NOHA **requires** a minimum of 1 smoke detector per floor, and **highly recommends** 1 smoke detector per bedroom. NOHA also **highly recommends** that hard-wired (electric) smoke detectors have a battery back-up, installed within the electric detector or as an individual detector.

Please use the back of this sheet for your comments and to note your findings. **Please note** that this list is a general guideline, **which does not and cannot list every possible deficiency or specific situation**.

Conversation Log: Community Action Team, Inc	
Client Name:	
Phone Number:	
Date:	**Notes:**

TIER 3 - SITE SPECIFIC REVIEW

City/County of _____ **Housing Rehabilitation Program** **Activity #** _____

Program name and description: Northwest Oregon Regional Housing Rehabilitation Grant Program; Single-Family Owner-Occupied Housing Rehabilitation.

Date of the Authority to Use Grant Funds (ROF issued by OBDD): _____

Address of property to be rehabilitated: _____

Market Value of House: _____ **Estimated cost of Rehabilitation:** _____

The checklists provide the procedure that will be utilized to conduct the site specific review. Funds will not be provided to the specific activity until all reviews and mitigation have been completed.

Historic Preservation SHPO [36 CFR Part 800]	
Historic Preservation THPO [36 CFR Part 800]	
HUD ENVIRONMENTAL STANDARDS Noise Abatement and Control [24 CFR 51B]	
Toxic Chemicals and Radioactive Materials [HUD Notice 79-33]	
Flood Disaster Protection Act - It must be determined whether a housing unit is in a 100-year floodplain and source documentation identified by FEMA map pane number and date must be in the file. **If a project is located in a 100-year floodplain, evidence must be provided that the homeowner has flood insurance. No CDBG funds can be used on properties located in a floodway.**	FEMA map # Dwelling in Zone:

Determination:

☐ This project does not require any mitigation for compliance with any statutes or authorities. This project may be initiated; OR

☐ Approval of this project is conditioned on the following mitigation measures: These conditions must be included in project contracts or other legally binding documents. The project may be initiated in compliance with the conditions: Conditions:

☐ This project does not comply with the following policy and will not be funded:

CERTIFYING OFFICER NAME/TITLE: _____ DATE: _____

CERTIFYING OFFICER SIGNATURE: _____

TIER 3- SITE SPECIFIC REVIEW
CHECKLIST

Address of Property to be rehabilitated:_____

Rehabilitation will expand footprint of house: Yes_____ No _____

*****Note: Northwest Oregon Regional Housing Rehabilitation Grant Program Policies Prohibit expansion of the footprint of the house.

Market Value of Home:_____ Estimated Cost of Rehabilitation:_____

Year Home Built:_____

HISTORIC PRESERVATION

1. The unit is less than 49 years old and does not include ground disturbance

☐ Yes: STOP here. The Section 106 Historic Preservation review is complete.

___ Provide documentation to show the age of the building and confirmation that there is no ground disturbance. City determines no historic proerties affected.

☐ No: PROCEED to #2

2. Consult the State Historic Preservation Officer (SHPO)to determine if project is on or eligible for the National Historic Register. Notify City of ground disturbance and City will contact Tribes. Check determination

☐ No Historic Properties Affected

___ Provide letter documenting concurrence of determination from SHPO

___ Provide documentation indicating Tribe was contacted and response or documentation showing that there is no ground disturbance

☐ No Historic Properties Adversely Affected

___ Provide letter documenting concurrence of determination from SHPO

___ Provide conditions that will be placed on project
Condition(s):

☐ Adverse Affect on Historic Properties (City will make determination with SHPO)

___ Provide letter documenting concurrence of determination from SHPO

___ Provide Memorandum of Agreement
Condition(s)

NOISE:

1. **Is the project located within 1,000 feet of a busy road or highway, 3,000 feet of a railroad, or 15 miles of a civil airport or military airfield? Are there any other potential noise sources in the project vicinity that could produce a noise level above HUD's acceptable range, including but not limited to concert halls, night clubs, event facilities, etc.... ?**

   ☐ No: STOP here. Maintain a map identifying distances from roads, railroads and airports and your project. Record your determination. You do not need to calculate a specific noise level.

   ☐ Yes: PROCEED to **#2**

2. **Determine the actions to take based on the project and HUD Acceptability Standards. For Modernization projects a noise calculation is not required. HUD or RE determines need based on their evaluation of project. Proceed to 3 below.**

HUD General Acceptability Standards	
HUD determination	***Day night average sound level in decibels (dB)***
Acceptable	Not exceeding 65 dB
Normally Unacceptable	Above 65 dB but not exceeding 75dB
Unacceptable	Above 75 dB +

3. **Is the Day-Night average sound level above an acceptable level (based on noise calculation or your analysis of the site using maps or a site visit)?**

   ☐ Yes. Encourage noise attenuation features in alterations. Record your determination in the ERR. Identify how you are encouraging noise attenuation

   ☐ No. Record your determination in the ERR

TOXIC/HAZARDOUS/RADIOACTIVE MATERIALS, CONTAMINATION, CHEMICALS OR GASES (24 CFR 58.5(I)(2):

1. **Is the property free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants? (Special consideration should be given to properties that are located near toxic or solid waste landfill sites, underground storage tanks, or other areas known to contain toxic, hazardous, or radioactive substances.).**

☐ Yes. Stop here.

___ Provide documentation to evidence determination including inspection reports, pictures, information from www.epa.gov/enviro/ www.ecy.wa.gov/programs/tcp/ust-lust/tanks.html or similar sites.

☐ No. However the project will be conditioned on measures to mitigate the adverse environmental condition (e.g. shielding, removing or encapsulating the toxic substances) according to the requirements of the appropriate Federal, state or local oversight agency.

___ Provide documentation to show mitigation will address adverse environmental condition.

___ Provide condition(s) that will be placed on project:
Condition(s)

☐ No. Project cannot be mitigated. PROJECT MUST BE REJECTED.

FLOOD INSURANCE

Is the project located in a FEMA designated floodway? (*Repairs can be funded in floodplains, just not in floodways*) You can obtain FEMA FIRM (Flood Insurance Rate Maps) at http://www.fema.gov/

☐ Yes. Stop here. Federal financial assistance cannot be used in a floodway. Project activity is not eligible.

☐ No. Provide FIRM map and FIRM map panel number.

_____

Is the project located in a FEMA designated 100 year floodplain? Visit this site for FIRM Maps: http://www.fema.gov/

___ **Yes. Project will have to maintain flood insurance on the property** ____ **No**

___ **Provide FIRM map and FIRM map panel number.**

_____

___ **Attach copy of flood insurance declaration or condition project**

	Tribal Historic Preservation Office (THPO) **PROJECT INFORMATION FORM** Confederated Tribes of the Grand Ronde Community of Oregon Tribal Historic Preservation Office (THPO) 9615 Grand Ronde Road Grand Ronde, OR 97347 Fax (503)879-2126	*If submitted electronically, please email to THPO@grandronde.org* Please fill in as much information on the form as possible, and attach any and all relevant maps, drawings, photos, documents, weblinks, etc. Thank you.

Contact Information

1. Today's Date:	12-4-12	2. Contact Name & Organization:	Dayle Shulda Community Action Team
3. Address:	125 N 17th Street	4. City:	St Helens
5. State:	Oregon	6. Zip Code:	97051
7. Office Phone:	503-366-6552	8. Fax:	503-397-1672
9. Mobile Phone:	503-701-3327	10. Email:	dshulda@cat-team.org
11. Name of Additional Contact(s) (include phone number and email for each):			

Project Information

12. Project Location (enter as many as possible):	Latitude/Longitude: Not available	Legal Description:	County:
	Street Address:	Area (in acres)	Shapefile or other GIS file available?
13. Action Solicited from Tribe (examples: comments on document, participation at single meeting, participation at series of meetings):			
NOTE: We try to accommodate every reasonable request, but are limited by funding, staff time, etc.			
14. Relevant date(s), timeframe(s) or deadline(s):	ASAP	15. Lead Agency and any other involved organizations:	Oregon Business Development Department/ Infrastructure Finance Authority
16. Please describe the project and its purpose in as much detail as possible (include resources potentially impacted negatively or positively; attach additional sheets/materials as necessary):			
Housing Rehab:			
17. Contract No./ Permit No./or Government Tracking No.:		18. Is participation funding available to the Tribe? If so, to what extent?	Client must be in Clatsop County, Columbia County or in Tillamook County

THPO Use Only below this line

Date Received:		Received by:	
CTGR Project No.:		Date Entered:	
Manager's Decision (check box):	Known sites	High Probability Area	No Concerns / No Comments
	Refer to other department or program (name below)	More information needed (specify below)	Other
Comments:			

OREGON SHPO CLEARANCE FORM

Do not use this form for ODOT or Federal Highway projects or to record archaeological sites

This form is for: ***federal*** *cultural resource reviews (Section 106);* ***state*** *cultural resource reviews (ORS 358.653)*

SECTION 1: PROPERTY INFORMATION	**SHPO Case Number:**
Resource Name:	
Street Address:	
City:	County:
Agency Project #	Project Name:

If there is not a street address, include the Township, Range, and Section, cross streets, or other address description

Owner:	☐ Private	☐ Local Gov	☐ State Gov	☐ Federal Gov	☐ Other:_____

Are there one or more buildings or structures?	☐ YES ☐ NO – If no, skip to Section 2 and append photo(s)
Is the property listed in the National Register of Historic Places?	☐ YES – Individually ☐ YES – In a district ☐ NO
Original Construction date: _____ ☐ Check box if date is estimated	
Siding Type(s) and Material(s):	Window Type(s) and Material(s):
Has the property been physically altered?	☐ No Alterations ☐ Few Alterations ☐ Major / Many Alterations

SECTION 2: APPLICANT DETERMINATION OF ELIGIBILITY - *Check the appropriate box*

The purpose of this review is to avoid impacts to properties that are "eligible" (historic) or already listed in the National Register of Historic Places. Fully establishing historic significance can be very costly and time consuming. Therefore initial evaluations are based on age (50 years or greater) and integrity (historic appearance), which are the minimum qualifications for listing in the National Register. Additional documentation may be needed further in the process, but typically initial evaluations allow the review process to proceed expeditiously.

☐ The property is considered **Eligible** at this time because it is already listed in the National Register ***or***
- is at least 50 years old ***and*** retains its historic integrity (minimal alterations to key features)
- has potential significance (architectural or historical)

☐ The property is considered **Not Eligible** at this time because it:
- is less than 50 years old ***or*** is 50 years or older but there have been major alterations to key features
- is known to have no significance, based on National Register-level documentation and evaluation

SECTION 3: APPLICANT DETERMINATION OF EFFECT - *Check the appropriate box*

☐ The project has **NO EFFECT** on a property that is eligible or already listed in the National Register, either because there is no eligible property involved or the eligible property will not be impacted physically or visually.

☐ The project will have a minor impact on a property that is eligible or already listed in the National Register, and therefore there is **NO ADVERSE EFFECT**. Minor impacts include replacement of some, but not all, siding, doors, or windows, etc.

☐ The project will have a major impact on a property that is eligible or already listed in the National Register, therefore there is an **ADVERSE EFFECT**. Major impacts include full or partial demolition, complete residing, full window replacement, etc.

STATE HISTORIC PRESERVATION OFFICE COMMENTS – *Official use only*

Eligibility:
☐ Concur with the eligibility determination above.
☐ Do not concur with the eligibility determination above.

Effect:
☐ Concur with the effect determination above.
☐ Do not concur with the effect determination above.

RECEIVED STAMP

RLS	
ILS	

Signed: _____ Date: _____

CONTACT INFORMATION STAMP

Comments:

OREGON SHPO CLEARANCE FORM

Do not use this form for ODOT or Federal Highway projects or to record archaeological sites

SECTION 4: PREVIOUS ALTERATIONS TO THE BUILDING OR STRUCTURE

Only complete this section for buildings that are 50 years old or older. Describe any alterations that have already occurred to the building, such as material replacement, including siding, windows, and doors; any additions, including garages; and any removal or addition of architectural details, such as brackets, columns, and trim. Provide estimated dates for the work. Attach additional pages as necessary.

SECTION 5: PROJECT DESCRIPTION

Describe what work is proposed, including what materials will be used and how they will be installed. Specifically identify what historic materials will be retained, restored, replaced, or covered. Include drawings, photos, cut sheets (product descriptions), additional sheets, and other materials as necessary. For vacant lots, please describe the intended use.

SECTION 6: FUNDING SOURCE

☐ ARRA ☐ FCC ☐ FERC ☐ HUD ☐ ODOE ☐ USDARD ☐ USFS

X Other: CDBG Grant from OBDD

SECTION 7: AGENCY CONTACT INFORMATION

Name of Organization Submitting the Project: Community Action Team	
Project Contact Name and Title: Dayle Shulda CAT Housing Rehabilitation Specialist	
Street Address, City, Zip: 125 N 17th Street St Helens Oregon 97016	
Phone: 503-366-6552	Email: dshulda@cat-team.org
Date of Submission:	

SECTION 8: ATTACHMENTS

REQUIRED	☐ 3 – 4, color, 4 x 5 photographs of the subject property, digital or print. One photo is sufficient for vacant property
AS NEEDED *Contact SHPO staff with questions*	☐ Project area map, for projects including more than one tax lot
	☐ Additional drawings, reports, or other relevant materials
	☐ Continuation sheet for sections 4 or 5, or additional context to determine National Register Eligibility.

SHPO Mailing Address: Review and Compliance, Oregon SHPO, 725 Summer St. NE, Suite C, Salem, OR 97301
Documents meeting all aspects of the digital submission policy may be submited by email to ORSHPO.Clearance@state.or.us

OREGON SHPO CLEARANCE FORM
CONTINUATION SHEET

Do not use this form for ODOT, Federal Highway projects or to record archaeological sites

CONTINUATION SHEET

- *Include additional documentation for Section 4 or 5 as necessary. Attach maps, drawings, and reports as needed to illustrate current conditions and the planned project. If submitting this form by email, photos and maps may be inserted into continuation sheets.*
- *If completing a complete Determination of Eligibility (DOE) or Finding of Effect (FOE), use continuation sheets as necessary or include appendixes.*

OREGON SHPO CLEARANCE FORM
INSTRUCTIONS

Do not use this form for ODOT, Federal Highway projects or to record archaeological sites

SECTION 1: PROPERTY INFORMATION:

- Include complete address and agency project number and name, if applicable.
- Check YES if there are any buildings on the site. Check NO if it is a vacant parcel (in which case it will be evaluated for archaeology and the potential impact on surrounding buildings only.)
- Check YES if your research (look on our website at http://heritagedata.prd.state.or.us/historic/ and/or call your local planning office) shows the property is listed. Check NO if you find that it is not listed.
- Fill in the construction date. Check box if date is estimated.
- Describe the siding and window types and materials. Examples: double hung wood windows; vertical wood siding.
- Check to what degree the property has been altered. Ask yourself, would the original owner recognize the building, or have there been many changes that obscure the historic features?

SECTION 2: APPLICANT DETERMINATION OF ELIGIBILITY:

- Check the ELIGIBLE box if the building is listed (National Register OR Local landmarks register), has previously been evaluated as eligible, or is 50 years of age AND the majority of the exterior historic features are retained.
- Check the NOT ELIGIBLE box if the building is not yet 50 years old, or if in your opinion there have been many and/or major changes (e.g. additions, siding and/or window replacement, porch enclosures).
- Applicants who acknowledge that the property meets the minimum qualifications for listing in the National Register but choose to contest this determination must complete a Determination of Eligibility (DOE). The DOE must demonstrate that the property is not eligible for the National Register using the Criteria listed in National Register Bulletin 15, "How to Apply the National Register Criteria for Evaluation." The DOE may be submitted on continuation sheets or as a separate document.

SECTION 3: APPLICANT DETERMINATION OF EFFECT:

- Check the NO EFFECT box if the property is NOT ELIGIBLE for listing in the National Register or if the work will not replace or alter the appearance of any of the building's exterior features.
- Check the NO ADVERSE EFFECT box if the property is ELIGIBLE for listing or is already listed in the National Register and the work is visible (e.g. re-roofing with same materials, window or siding repair, adding a vent) but will not remove or obscure historic features.
- Check ADVERSE EFFECT if the property is ELIGIBLE or listed in the National Register and the work includes major changes, such as replacing the siding or windows.

SECTION 4: PREVIOUS ALTERATIONS

- List the changes that **already** occurred to the building, including siding, windows, doors, porches, additions including dormers, or if the property was moved. Include the approximate date of each alteration. The information can be provided in list format.

SECTION 5: PROJECT DESCRIPTION:

- Clearly describe what is being repaired or replaced, and how that work will be done. What materials and installation process are proposed? Include sufficient information (e.g. close-up photos, product specification sheets) so we can compare what exists with what is proposed. The information can be provided in list format.

SECTION 6: FUNDING SOURCE:

- Check the federal or state agency funding the project; or check "other" and fill in the agency name.

SECTION 7: AGENCY CONTACT INFORMATION:

- List the name of the organization submitting the Clearance Form

SECTION 8: ATTACHMENTS:

- Photos: Include photos of the entire building, especially the elevations that can be seen from the street. Include close-ups of features that will be impacted by the project.
- Additional Information: When applicable, include window specifications, plans or diagrams that illustrate pertinent existing conditions and/or proposed work
- Continuation sheets for additional Section 4 or 5 narrative or to append a formal Determination of Eligibility (DOE) or Finding of Effect (FOE). These materials may also be submitted as a separate document.

Community Action Team, Inc.
Housing Rehabilitation Program
125 N 17th Street
St Helens, OR. 97051
(503) 366-6552
(503) 397-1672 Fax

Date:

Certified Environmental Consulting, Inc.
615 SE Chkalov Drive, Suite 12,
Vancouver, WA 98683
Tel. (503) 860-7451, FAX (360) 571-7175

ATTN: Don Young

RE: REQUEST FOR LEAD BASED PAINT ASSESSMENT SERVICES

1. **Homeowner Name**

Given the age of the dwelling, 1)___ I don't expect to find lead paint present. I assume that if this is the case, we would only need a lead paint sample collection and not a risk assessment or 2)___ I expect this house will require both a lead paint sample collection and a lead risk assessment.

Property Address: **Street address, City, State, Zip**
Owner's Name: **Homeowner Name**
Owners Telephone: **home #, cell #, work #**
Directions:

Dwelling Type: **Stick Built**
Year Built: **19**
Estimated range of Project Cost: $ Unk.
Proposed Scope of Work:

- **Foundation repair**
- **Reroof**

Sincerely,

Dayle Shulda
Rehabilitation Specialist

Community Action Team, Inc.
Housing Rehabilitation Program
125 N 17th Street
St Helens, OR 97051
503-366-6552
503-397-1672 fax

June 10, 2009

<Homeowner(s)>
<Mailing Address>
<City, State, Zip>

Dear <Homeowners>:

Please find enclosed a copy of the paint sample report prepared by Don Young of Certified Environmental Consulting, Inc. for your home and a notice of lead based paint assessment for your records. If you have any questions regarding the report or your project, please contact me at 503-366-6552.

Sincerely,

Dayle Shulda
Rehabilitation Specialist

Housing Rehabilitation

Lead Analysis Report

Homeowner Name(s):	Loan Number:
Property:	Date:

This summary sheet must be completed on all CDBG rehabilitation projects. It is intended as a guide to compliance with federal regulations with respect to reduction of lead based paint hazards in the rehabilitation of residential properties and is not intended to be a comprehensive reference. For a complete recital of the terms of the applicable federal regulations refer to 24 CFR part 35-Lead-Based Paint Poisoning Prevention in certain Residential Structures (the "Regulation").

LEAD ANALYSIS (Page 1)	Yes/No
Is this property exempt from the Regulation? If "yes", for which of the following reasons? *(If any of the following are checked, the property is exempt from the requirements of CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.)*	☐ ☐
☐ Property was constructed after January 1, 1978 [35.115(a)(1)].	
☐ This is a zero-bedroom unit [35.115(a)(2)].	
☐ This is housing dedicated to the elderly and/or disabled [35.115(a)(3)].	
☐ Paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint [35.115(a)(1)]. * The date of the originator paint inspection was _____.	
☐ All lead-based paint in the property has been identified and removed with clearance achieved as cited below [35.115(a)(5)]. ○ Clearance achieved prior to September 15, 2000, Work was done in accordance with 49 CFR Part 745,227(b). ○ Clearance achieved after September 15, 2000. Work was done in accordance with 40 CFR 35.1320, 1325 and 1345.	
☐ Rehabilitation will not disturb painted surfaces [35.115(a)(8)].	
☐ Repairs are those limited to those that are necessary to respond to an emergency, to safeguard against imminent danger, health or safety, or to protect the property from further structural damage [35.115(a)(9)].	
If lead regulations do not apply, based on information above, STOP here.	
If property is not exempt, check box and continue lead evaluation.	☐

Rehabilitation and Lead Allocation of Funds:	Rehabilitation costs	$
	Lead hazard reduction costs	$
	Total assistance provided	$

LEAD ANALYSIS (Page 2)	Yes/No
☐ **Rehab hard costs are ≤ $5000, and**	
*** Will scope of rehab paint *above* the de minimus threshold?** For work above de minimus, the following lead regulations apply: • Lead paint presumed on all painted surfaces. • Worksite clearance required on/in affected areas where work disturbed paint. • Safe Work Practices required by HUD/NARI trained and approved contractors	☐ ☐
*** Will scope of rehab paint *below* the de minimus threshold?** For work below de minimus [35/1350(d)] lead regulations do not apply. • Safe Work Practices required by HUD/NARI trained and approved contractors **If this is the case, check box and STOP here.** ■	☐ ☐
☐ **Rehab hard costs are >$5000 and up to $25,000**	
*** Will scope of rehab paint *above* the de minimus threshold?** For work above de minimus, the following lead regulations apply: • +Risk Assessment required. • Full house clearance required [35.1340] unless risk assessment demonstrates that there are no lead hazards present. ○ Are lead hazards present? **If no, check box and STOP here.** ■	☐ ☐
☐ **Rehab hard costs are >$25000** If so, the following applies:	
*** Will scope of rehab paint *above* the de minimus threshold?** • +Risk Assessment required. • Abatement of identified lead-based paint hazards required • Full house clearance required [35.1340] unless risk assessment demonstrates that there are no lead hazards present. ○ Are lead hazards present? **If no, check box and STOP here.** ■	☐ ☐

Follow-up case management of lead work:		
+Risk Assessment	Date completed:	
Clearance ☐ Visual ☐ Full ☐ Worksite	Date completed:	
Notifications to Property Owner		
Lead Acknowledgment Form, presumption information and *Lead Hazard Information Pamphlet* required on all.	Date completed:	
☐ Risk Assessment	Date completed:	
☐ Notice of Lead Hazard Reduction Activities, including Clearance Results	Date completed:	

*HUD definition of "de minimus threshold" for lead: Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet (2 square meters) on any exterior surfaces, 2 square feet (0.2 square meters) in any one interior room or space, or more than 10% of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards, and trim.

Community Action Team, Inc.
Housing Rehabilitation and Weatherization Programs
125 N 17th Street
St Helens, Oregon 97051
Phone: 503-366-6552 Fax: 503-397-1672
www.cat-team.org

DATE:

TO: Contractors

FROM: Community Action Team – St Helens Office

RE: Contractor Application or Update

To be considered for our active contractors list we are enclosing forms for your review, completion and return to our office. Our agency serves Clatsop, Tillamook and Columbia Counties. If you should have questions regarding the forms enclosed or documents to submit, please call us at (503) 366-6552 or (503) 701-3327.

Required Information/Forms:

- Current Application
- W9
- Copy of CCB Card
- Copy of Certified Lead Based Paint Renovation Contractors License
- Name of Certified Renovator for your business
- Certificate of Insurance**

**Specific wording which identifies Community Action Team as an additional insured is required on Certificates of Insurance. Please have your insurance agent insert the following wording under the Description of Operations/Locations/Vehicles/Exclusions added by endorsement/special provisions and fax to our office.

"Community Action Team, Inc. is named as an additional insured with regards to operations of the named insured."

Please return your application and documents to address above. Please find below staff representatives for the Housing Rehabilitation and Weatherization Programs.

Casey Mitchell
Single Family Housing Director
503-366-6550

Dayle Shulda
Housing Rehabilitation Specialist
503-366-6552

Community Action Team, Inc.
Housing Rehabilitation Program
125 N 17th Street, St Helens, Oregon 97051
Phone (503)366-6552 Fax: (503)397-1672

Contractor Application

Application Date:_____

Contractor Information

Business Name: _____ Phone: _____

Mailing Address: _____ Fax: _____

_____

Contact Person (s): _____ E-mail: _____

Construction Contractors Board

CCB Registration #: _____Expiration Date: _____

LBPR License #:_____Expiration Date: _____ Name of Certified Renovator:_____

Contractor Registration Category: ____ General ____ Specialty ____ Limited

Employer Status ____ Non-Exempt _____ Exempt

Tax & Insurance Information

Taxpayer Identification # (TIN) or Social Security #: _____

Liability Insurance Carrier: _____

Liability Policy #: _____ Expiration Date: _____

Workers Compensation Insurance Carrier (if applicable): _____

Workers Comp Policy #: _____ Expiration Date: _____

Trade/Work Desired (mark all categories which apply)

__ Plumbing __Heating __ Electrical __ Paint
__ Carpentry __ Dry Rot Repair __ Foundation __ House Leveling
__ Roofing __ Windows __ Siding __ Floors
__ Insulation __ Drywall __ Concrete/Masonry __ Pest Control
__ Septic Installation (include DEQ #) __ Excavation __ Lead Abatement
__ Other (please list): Have Lead Safe Work Practices Certification: Y / N

References

Please provide up to three customer references that could be shared with clients. (You may write on back of this application or attach separate page)

Counties your business will work in: Columbia _____ Clatsop _____ Tillamook _____

Revised 08-01-15

CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
124 N. 18th St.
St. Helens, Oregon 97051
Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 279
Housing Development
Community Facilities

HOUSING CENTER
(800) 404-3511
Housing Information & Referral
Homeowner & Tenant Trainings
Home Ownership Assistance

SELF-HELP HOUSING
Acquisition Rehabilitation Sweat Equity
(503) 366-6550
(503) 366-6544

HOUSING REHABILITATION
Rehabilitation
Weatherization
Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 366-6552

EMERGENCY HOUSING PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 336-6546
(800) 404-3511

CHILD & FAMILY DEVELOPMENT PROGRAM
PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

ENERGY SERVICES PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-4951
(866) 722-4951
Energy Utility Assistance
Consumer Education
Tillamook
(503) 842-3267
(866) 722-4951
Astoria
(866) 722-4951

SENIOR, RESPITE & VETERANS SERVICE PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

DISASTER RECOVERY PROGRAM
125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date:

Name:
Address:

Dear:

I have enclosed a copy of the **rehabilitation specifications** for your review. Please let me know if there are any changes to be made. Please also note that even though we will be requesting bids for all the items listed on the specification sheet we discussed on **(DATE OF VISIT)** that does not imply that all the work will be able to be done. You may need to make some choices to eliminate some of the items based on funds available.

Please give me a call and let me know that these specifications meet your approval.

I am enclosing a copy of the initial discussion form you signed. If you have any questions do not hesitate to contact me at (503) 366-6552 or you can call my cell at 503-701-3327. Please address all documents ATTENTION: Dayle

Sincerely,

Dayle Shulda
Community Action Team
Housing Rehab Specialist
125 N 17th Street
St Helens, Or 97051
503-366-6552
Cell: 503-701-3327
Fax # 503-397-1672

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(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

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St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date:

Dear Client;

Please see the enclosed list of Contractors that many other housing rehabilitation clients have used to do work on their homes. Community Action Team has an application process we use to find out basic information about these particular Contractors. If you have a Contractor in mind that you would like to use during your project please write the Contractors name, phone number, and what his or her Construction Contractors Board number is or (CCB number.) At that time I will send the appropriate documents to start a Contractor file.

Please note that this list is made up of General Contractors only.

Please choose at least 3 Contractors that you would like to have come out and bid on your project.

After you have documented your choice and sent that list back to me, I will send the Contractors all a set of specifications so they can make appointments with you to come and out and bid on your project. It will be your responsibility to keep these appointments so that we keep moving forward with your project.

Sincerely,

Dayle Shulda
Community Action Team
Housing Rehab Specialist
125 N 17th Street
St Helens, Or 97051
503-366-6552
Cell: 503-701-3327
Fax # 503-397-1672

NORTHWEST OREGON REGIONAL HOUSING REHABILITATION PROGRAM CONTRACTOR LIST

This is a list of Contractors that will work in Community Action Team's service area of Clatsop, Columbia and Tillamook County. The contractors are listed under the County's that they will work in. Since some of the contractors work in more than one county, you will see those contractors listed under more than one county. All the contractors on this list have filled out an application with Community Action Team, Inc. and have provided current licensing, certifications, insurance information and references. We encourage you to check out the contractors you select to bid on your project at the Construction Contractors Board site, http://www.oregon.gov/ccb/pages/index.aspx We also encourage you to request current references.

If there is a contractor that you would like to bid on your project that is not on this list, please have them contact Dayle Shulda, Community Action Team at 503-366-6552 to request an application package.

Clatsop County Contractors

Columbia County Contractors

Tillamook County Contractors

Client bidding list

Please choose at least 3 Contractors
And send this list back to me

1st Contractor: _____

2nd Contractor: _____

3rd Contractor: _____

4th Contractor: _____

_____

Homeowner Signature Date

_____

Homeowner Signature Date

CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
124 N. 18th St.
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Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

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St. Helens, Oregon 97051
(503) 366-6580

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125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date

Client Name
Address

Dear Client:

The following are names and phone numbers of contractors that you choose to have bid your project. I have sent copies of your specifications to the contractors listed below. If you do not hear from them in approximately 5-7 days, please call them to set up an appointment for them to review and bid your project. It is very important that you be there at these appointments to help show the contractor what and where things are. The bids are due back by (DATE).

(CONTRACTORS THAT WERE CHOSEN LISTED HERE.)

With Phone numbers

If you have any questions do not hesitate to contact me. This is the best number to reach me 503-701-3327 or (503) 366-6552. E-mail: dshulda@cat-team.org.

Sincerely,

Dayle Shulda
Community Action Team
Housing Rehab Specialist
125 N 17th Street
St Helens, Or 97051
503-366-6552
Cell: 503-701-3327
Fax # 503-397-1672

CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
124 N. 18th St.
St. Helens, Oregon 97051
Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 279
Housing Development
Community Facilities

HOUSING CENTER
(800) 404-3511
Housing Information & Referral
Homeowner & Tenant Trainings
Home Ownership Assistance

SELF-HELP HOUSING
Acquisition Rehabilitation Sweat Equity
(503) 366-6550
(503) 366-6544

HOUSING REHABILITATION
Rehabilitation
Weatherization
Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 366-6552

EMERGENCY HOUSING PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 336-6546
(800) 404-3511

CHILD & FAMILY DEVELOPMENT PROGRAM
PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

ENERGY SERVICES PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-4951
(866) 722-4951
Energy Utility Assistance
Consumer Education
Tillamook
(503) 842-3267
(866) 722-4951
Astoria
(866) 722-4951

SENIOR, RESPITE & VETERANS SERVICE PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

DISASTER RECOVERY PROGRAM
125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date:

TO: Contractors

TIME SENSITIVE MATERIAL
BIDS DUE BACK BY (DATE)

RE: Bid Solicitation

Dear Contractor

Your firm was selected by the homeowner listed below to bid on their Housing Rehabilitation project. Community Action Team's Housing Rehabilitation Program will be funding the project.

Property Owner:
Property Address:
Telephone:

Please find following specifications for the project. If you are interested in submitting a bid, contact the homeowner to set up a time to look at the job. If possible please return your bid to my office no later than (DATE.) You may submit your bid by fax, mail, or e-mail me at dshulda@cat-team.org. Please address all documents ATTENTION: Dayle.

The homeowner may select the contractor of their choice and is not required to select the lowest bid. If the client selects your bid, you will be contacted soon thereafter to set up a time to sign contracts. For your information Community Action Team has a pay cycles once a month. Contractor invoices for work completed are due by the 20th of each month. Payments are mailed out to contractors on approximately the 25th of the following month.

Please let me know if you have any questions about the program, or about the above project. If possible, please let me know if you do not plan to bid on the project or need more time to get the bid in. Thank you and I look forward to hearing back from you.

Sincerely;

Dayle Shulda
Community Action Team
Housing Rehabilitation Program
125 N 17th Street
St Helens, Or 97051
503-701-3327
Fax# 503-397-1672

Community Action Team, Inc.
Housing & Weatherization Programs
125 North 3rd Street
St. Helens, OR 97051
503-397-1675
503-397-1672 fax

PERMITTING FORM

Homeowner Name_____
Address of property to be rehabilitated_____
Tax Account #_____

The above project has been reviewed and specifications written for the following scope of work:

1. –
2. –
3. –
4. –
5. –
6. –

Please advise which (if any) of the following permits are required:

1. Structural _____
2. Mechanical _____
3. Electrical _____
4. Plumbing _____
5. Other _____

Other Requirements:_____
_____
_____

Please note some of the scope of work items listed above may be eliminated due to funding constraints.

e-mail: dshulda@cat-team.org Fax #: (503) 325-9216

_____ _____
City/County Authorized Signature Date

_____
Phone/Fax/E-mail

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St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

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St. Helens, Oregon 97051
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(800) 404-3511

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Rainier, Oregon 97048
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Healthy Start

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Consumer Education
Tillamook
(503) 842-3267
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St. Helens, Oregon 97051
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Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

DISASTER RECOVERY PROGRAM
125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date

Name:
Address:

Dear Client Name:

I have enclosed three (3) copies of the **bids received** for your review and a contractor bid comparison to assist you in your decision. Please look these over and if you have questions you can call the contractors for clarification. Please respond by (DATE.), to let me know which Contractor you would like to choose by using the document that I have provided for you. Please write in the name of the contractor you would like to use on your project and send that back to me. The quicker that you get this back to me the faster we can move forward on your project.

As you know all work is to be done according to code requirements.

If you have any questions, you may call me at (503) 366-6552 X 234 or 503-701-3327. We will plan to take your file to the Columbia County Loan Board on May 2009.

Sincerely,

Dayle Shulda
Community Action Team
Housing Rehab Specialist
125 N 17th Street
St Helens, Or 97051
503-366-6552
Cell: 503-701-3327
Fax # 503-397-1672

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DISASTER RECOVERY PROGRAM
125 N. 17th Street
St. Helens, Oregon 97051
(503) 366-6563

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"

Date

Name:
Address:

I/ We have reviewed all the bids from the contractors and have made the following decision.

I/We have chosen_____
As the contractor to complete work on the above address per his/her accepted specification bid.

_____
Owner's Signature Date

_____
Owner's signature Date

I/We have decided that we would like to complete the housing rehabilitation of my/our home. Please proceed with the project.

_____
Owner's Signature Date

_____
Owner's Signature Date

TAB F

VI. GRANT APPROVAL PROCESS

Community Action Team, Inc. Housing Rehabilitation Program
125 N 17th St., St. Helens, OR 97051, tel. (503) 397-1675

HOUSING REHABILITATION DEVELOPMENT PLAN
NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM

A. Summary

Date:	8/28/15	**Funding Source**			**Amount**
Owner:	NAME	Grant #			$0.00
Property Address:	ADDRESS	Grant # / Loan #			$0.00
	ADDRESS	**Total Grants/Loans**			**$0.00**
Number in House:					$0.00
		Total			**$0.00**
Loan #(s):		**Total Project**			**$0.00**

B. Project Costs

	Description of Work	Contractor	Funding	Funding		Total
1	Permits					$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
						$0.00
	Total Construction Costs		**$0.00**	**$0.00**	**$0.00**	**$0.00**
	Lead Testing					$0.00
	Lead Clearance					$0.00
	Other Fees (List)					$0.00
						$0.00
	Total Non-Construction Costs		**$0.00**	**$0.00**	**$0.00**	**$0.00**
	Total All Payments		**$0.00**	**$0.00**	**$0.00**	**$0.00**

C. Contractor Payments

	Description of Work	Contractor	Title / Appraisal			Total
1	Permits					$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
						$0.00
	Total Construction Costs	**$0.00**				**$0.00**
	Total Non-Construction costs		**$0.00**			**$0.00**
	Total All Payments	**$0.00**	**$0.00**			**$0.00**

D. Bid Comparison Summary

	Description of Work					
1	Permits					
2						
3						NO
4						BID
5						SUBMITTED
6						
7						
8						
9						
10						
11						
	Total Bid Amounts	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Community Action Team Inc.
Housing Rehabilitation Program
Northwest Regional Housing Rehabilitation Grant Program

Grant Approval Form

Homeowner: Loan Number:
Homeowner:

Subject Property:

CLIENT AND PROPERTY ELIGIBILITY

☐ Homeownership verifiied
☐ Property tax status verified
☐ Income eligibility requirements met

Family size:
Income guideline:
Family income:

Verifications completed by:

_____
Sally J. McLaughlin, Loan Originator Signature, NMLS#617742

Proposed repairs program deemed eligible:

_____
Dayle Shulda, Housing Rehabilitation Specialist Signature

Grant summary:

Cost of repairs: $ Lead Assessment costs: $

Total Grant Amount: $

The undersigned have examined the application for a housing rehabilitation grant, including supporting data, and find that the application meets the requirements of the Northwest Regional Housing Rehabilitation Grant Program. Accordingly, the undersigned have approved the application for a grant in the amount of
$_____

<insert date>

Date:_____ By:_____

Date:_____ By:_____

TAB G

VII. HOMEOWNER GRANT AGREEMENT

COMMUNITY ACTION TEAM, INC.

NORTHWEST REGIONAL HOUSING REHABILITATION GRANT PROGRAM

HOMEOWNER GRANT AGREEMENT

Grant funds provided to homeowner occupants under the Northwest Regional Housing Rehabilitation Program to complete critical, health and safety repairs or accessibility modifications are for the benefit of the homeowner occupants. The undersigned homeowner(s) hereby agrees not to sell the property indicated below being repaired or renovated with funds received from Community Action Team, Inc. under the Northwest Regional Housing Rehabilitation Grant Program for a period of two years from the date of this agreement. Should the undersigned homeowner(s) sell, transfer title to or move from the property described below within two years, Community Action Team reserves the right to request repayment of the full amount of the grant below.

Property Address:

_____

_____

Full amount of grant: $

Date of grant approval:

_____ _____

Signature < insert name> on this line Date

_____ _____

Signature < insert name> on this line Date

IN WITNESS WHEREOF, the homeowner(s) has executed this instrument the day and year first above written.

STATE OF OREGON)
) SS
County of Columbia)

This instrument was acknowledged before me on _____,201___ by

_____

Notary Public

My commission expires_____

Lead Paint Notification

"Protect Your Family From Lead In Your Home"

Lead Warning Statement:
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

All persons (owners & renters) living in a house constructed prior to 1978 that is being considered for weatherization must receive a notice about the hazards of lead-based paint. All purchasers and tenants of Community Development Grant assisted housing constructed prior to 1978, including applicants for housing rehabilitation loans or grants, must also receive notification. The notification form to be used is the current Environmental Protection Agency (EPA) pamphlet, "Protect Your Family from Lead in Your Home" (EPA747-K-12-001) September 13.

Please read the pamphlet.

☐ I have received a copy of the EPA pamphlet, "Protect Your Family from Lead In Your Home" (EPA747-K-12-001) September 2013

_____
Print Full Name

_____
Signature

_____
Date

This form once signed is to be placed in the project file.

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

December 2012

G-3

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

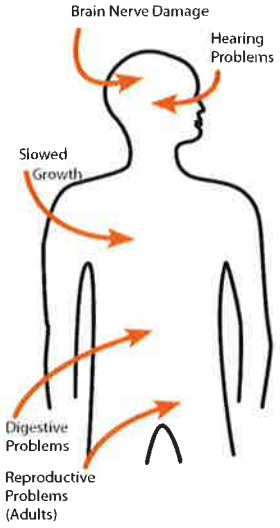
Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sampling bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing-or speech challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
December 2012

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

TAB H

VIII. CONTRACTING PROCESS

CONSTRUCTION CONTRACT

For the Rehabilitation of Structures in **(INSERT COUNTY)** County, Oregon

THIS AGREEMENT, made **(INSERT DATE)**, between **(CLIENT NAME)**, hereinafter referred to as Owner; and **CONTRACTOR**, hereinafter referred to as Contractor.

WITNESSETH: That the Owner and Contractor, for consideration stated herein, agree as follows:

1. SCOPE OF WORK. . Regarding construction work on the property located at: **(CLIENT ADDRESS).** The Contractor agrees to furnish all materials and perform all work described in the Construction Specifications and shall comply with all terms of the Contract Documents. The Contract Documents consist of this Agreement and the following: Construction Specifications. General Conditions and Performance Requirements for Rehabilitation Contracts, all of which are incorporated herein by reference and are as much a part of this agreement as if set out fully herein. The Contractor shall comply with the provisions of the following acts: 1) The Copeland "Anti Kickback Act", 2) The Contract Work Hours and Safety Standard Act and 3) The Equal Opportunity Employment Act. By its signature below, each party acknowledges that it has read, understands, and agrees to the terms of the Contract Documents in full.

2. TIME FOR PERFORMANCE. Contractor may start work on **(INSERT DATE THREE DAYS AFTER GRANT AGREEMENT SIGNED)**, but is not required to begin work on such date. This statement shall be construed as a Proceed Order authorizing the Commencement of work on such date. If the Contractor chooses not to start on that date, the Contractor agrees to start work no later **than (INSERT START DATE).** The Contractor must complete all work under this agreement by **(INSERT COMPLETION DATE).**

   In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner shall have the right to declare Contractor in default. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within fifteen (15) calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the Owner.

3. CONTRACT AMOUNT. The Owner shall pay the Contractor, subject to the Owner's acceptance of work done and subject to additions and deductions provided therein, in current funds as follows:

   FUNDING NUMERICAL AND WRITTEN DOLLARS AMOUNT

   TOTAL LOAN AMOUNT:

4. LIEN WAIVERS. Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

5. CHANGE ORDERS. Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by C.A.T.

6. PERMITS AND CODES. Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTY. Contractor affirms that he will file evidence of comprehensive public liability and Workers' Compensation Insurance with C.A.T., upon request. Contractor affirms that he is currently registered as a construction contractor by the Construction Contractors Board, and that any sub-contractors doing work will be currently registered by the Construction Contractors Board. Contractor hereby warrants all work performed under this contract to be free of defects in materials or workmanship for a period of one year from the date of final payment for the completed work. Such warranty shall extend to Owner or subsequent owners of the property. Not covered under this warranty are items that become deficient after the work is completed due to abuse or neglect on the part of the Owner. Contractors will furnish Owner with manufacturers and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

8. HOLD HARMLESS. Contractor shall agree to defend, indemnify, and hold harmless the Owner and Community Action Team, Incorporated of Columbia County, an Oregon Nonprofit Corporation, ("C.A.T.") from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent contractor with respect to the Owner.

9. REMOVAL OF DEBRIS. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clear condition.

10. SUBCONTRACTORS. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors.

11. OWNER RESPONSIBILITIES. The Owner agrees by acceptance of this contract to:

    a) Permit the contractor to use, at no cost, existing utilities, such as lights, heat, power, and water necessary to carry out the completion of the work.

    b) Cooperate with the Contractor to facilitate the performance of the work, including the removal of and replacement of rugs, window coverings, furniture, and personal belongings as may be necessary. Owner shall remove such items from home or construction area which will inhibit performance by the Contractor. If such items cannot be removed by Owner, the cost for removal of such items by Contractor should be negotiated prior to the beginning of construction and shall be included in the Construction Specifications or any revision thereto.

    c) Owner must provide Contractor with reasonable access to the home and Owner must provide contractor with notice, prior to the commencement of the project, if Owner will be away from the property for any time period longer than two (2) days. Unless otherwise stated, the Owner may not leave the premises for any period longer than two (2) days from the commencement of the project until the project is completed.

12. RESOLUTION OF DISPUTES. Refer to Article 31 of the General Conditions.

13. PROHIBITION OF KICKBACKS. The Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the Contractor for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Owner, C.A.T., or any person interested in the proposed Contract.

    The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

14. ACKNOWLEDGMENT. The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding on the undersigned and respective heirs, successors, or personal representatives, notwithstanding any provision to the contrary contained in any instrument previously executed by the Owner.

15. LEAD PAINT BULLETIN. The Owner acknowledges receipt of the information pamphlet "Protect Your Family from Lead in Your Home" concerning lead based paint, if the dwelling was constructed prior to 1978. In any event, there shall be no lead-based paint installed under this contract.

16. LEAD-BASED PAINT POISONING PREVENTION ACT. The Contractor and Subcontractors will conduct work in conformance with the Lead-Based Paint Poisoning Prevention Act and HUD regulations in 24CFR 570.487(c) and Lead-Based Paint Regulations at 24CFR Part 35.

17. SECTION 3 REQUIREMENTS. Contractors who are performing housing rehabilitation work on projects that are funded with a Community Development Block Grant(CDBG), and have an aggregate of $100,000 of individual housing rehabilitation construction projects under the CDBG grant agree to comply with HUD regulations at 24 CFR Part 135, which implement Section 3, Economic Opportunities for Low—and Very Low-Income Persons.

CONTRACTOR ACCEPTANCE BY OWNER

_____

Contractor's Signature

_____

Owner's Signature

_____

Owner's Signature

WITNESS: This **(INSERT DATE)**
IN WITNESS WHEREOF the parties have executed this Contract, the day and year first above written.

_____

C.A.T. Rehabilitation Specialist Signature

CONSTRUCTION SPECIFICATIONS : ADDRESS

COMMUNITY ACTION TEAM, INC., HOUSING AND WEATHERIZATION
125 N 17th Street, St Helens, OREGON 97051, (503)366-6552, Fax (503)397-1672

These specifications are intended to meet or exceed applicable existing local, state and federal codes and regulations. In any case, where a federal, state, or local code exceeds these specifications, that code or requirement shall apply. This applies particularly to the regulations of Rural Development and the Department of Housing and Urban Development. All weatherization work shall meet the guidelines of the Oregon Energy Coordinators Association 2002 Weatherization Specifications. All work must comply with GENERAL CONDITIONS AND PERFORMANCE REQUIREMENTS FOR REHABILITATION CONTRACTS.

NAME
ADDRESS
PHONE

Specifications prepared by: Dayle Shulda, C.A.T., Inc.

#	Ref	Description	Qty.	Price
1		**PERMITS:** Permits and licenses necessary for the alteration of residential structures shall be secured and paid for by the Contractor prior to beginning work. **Permits to be provided to CAT prior to beginning of work and final signed off permit to be provided to CAT before submission of final invoice.**		*$0*
2		**Contractor Comments:**		*$*
	NOTE	**IF HOME WAS BUILT BEFORE 1978: Lead Safe Work Practices MUST BE FOLLOWED. Home built in:**		
		Provide homeowner and CAT with any additional contractor generated proposals/specifications as needed to complete project.		
Total Bid Amount				*$*

Ccontractor Name
Address,CCB#, Phone

Contractor's signature ccb#

Homeowner's signature (if bid is selected)

CAT Rehabilitation Specialist's signature

Contract Addendum
Contract Terms Requirement
OAR 812-012-0110

Attachment to Community Action Team, Inc. Rehabilitation Construction Contract

1. Summary of Required Construction Contractor Board (CCB) Consumer Notices

Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This summary explains what they mean. It is important to read and understand these forms.

a. **Consumer Protection Notice –** This information explains contractor licensing standards, bond and insurance requirements, steps consumers can take for successful construction project and what to do if problems occur.

b. **Information Notice to Owner About Construction Liens** – Contractors must give homeowners this notice any time the contract price is more than $1,000. It is given at the time a written contract is signed or if a verbal contract within five working days. The notice explains the construction lien law. It includes steps homeowners can take to protect their property from a construction lien.

c. **Notice of Procedure** – The notice explains what a homeowner must do before beginning an arbitration or court action against a contractor for construction defects. (This procedure is separate from the Construction Contractors Board (CCB) Dispute Resolution process).

2. Explanation of Property Owner's Rights

a. Consumers have the right to receive the products and services agreed to in the contract.
b. Consumers have the right to resolve disputes through means outlined in the contract.
c. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may prevent the CCB from processing.

3. Arbitration/Mediation Clause

a. An "arbitration or mediation clause" is a written portion of a contract designed to settle how the parties will solve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

b. The following should be checked:

_X___ This contract contains an arbitration or mediation clause.
_____ This contract DOES NOT contain an arbitration or mediation clause.

c. The Oregon Construction Contractors Board urges consumers to read and understand the entire contract – including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

4. Written Warranty

Effective July 1, 2008

Homeowner acknowledgement that contractor has offered warranty against defects in materials and workmanship to the homeowner. Homeowner has accepted _____or rejected _____the offer of a warranty (see paragraph #7 in contract).

5. Maintenance Schedule (Applicable for new construction)

Effective July 1, 2008

The buyer acknowledges receipt of the maintenance schedule (see Appendix ___ in the contract.)

Consumer Signature	Date	Contractor Signature	Date

CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
124 N. 18th St.
St. Helens, Oregon 97051
Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 279
Housing Development
Community Facilities

HOUSING CENTER
(800) 404-3511 or (800) 325-8098
Housing Information & Referral
Homeowner & Tenant Trainings
Home Ownership Assistance

SELF-HELP HOUSING
New Construction Sweat Equity
(503) 366-6550

HOUSING REHABILITATION
Rehabilitation
Weatherization
Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 397-1675
(800) 955-1675

EMERGENCY HOUSING PROGRAM
125 N. 17th St.
St. Helens, OR 97051
(503) 336-6546
(800) 404-3511

CARING OPTIONS
CHILD CARE PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 277
Child Care Referrals
Tillamook
(503) 842-3267
(866) 486-4391
Astoria
(503) 325-1053
(866) 504-2273

CHILD & FAMILY DEVELOPMENT PROGRAM
PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

KID CARE PROGRAM
380 Columbia Blvd.
St. Helens, Oregon 97051
(503) 366-6545

ENERGY SERVICES PROGRAM
125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-4951
(866) 722-4951
Energy Utility Assistance
Consumer Education
Tillamook
(503) 842-3267
(866) 722-4951
Astoria
(866) 722-4951

SENIOR, RESPITE & VETERANS SERVICE PROGRAMS
125 N. 17th St.
St. Helens, OR 97051
(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, OR

Community Action PARTNERSHIP
Helping People Changing Lives

97051

COMMUNITY ACTION TEAM, INC.
"Building Bridges to Self-Sufficiency"

REHABILITATION CONTRACT ATTACHMENTS

Homeowners:

Address:

We have been given the following attachments:

CONSUMER PROTECTION NOTICE

CONSTRUCTION LIENS

NOTICE OF PROCEDURE

CONTRACT ADDENDUM

By signing below we are acknowledging receipt of the attachments mentioned above.

Homeowner Signature Date

Homeowner Signature Date

Contractor Signature Date

Rehabilitation Specialist Date

Consumer Protection Notice

Actions to Take When Hiring a Contractor

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of contract, for work on a residential structure. This notice explains licensing standards, bond and insurance requirements, and steps that consumers can take to help their construction project run smoothly.

TAKE ACTION TO HELP MAKE YOUR PROJECT SUCCESSFUL

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors or employees who exercise supervisory authority over construction activities, must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
   - **A license also requires the contractor to have a surety bond and liability insurance** - Depending on license category, the CCB surety bond provides from $5,000 to $20,000 coverage if the contractor is ordered to pay damages in contract disputes. Insurance coverage provides from $100,000 to $500,000 in general liability for property damage and bodily injury caused by the contractor.
   - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders: GET IT IN WRITING!** Always get bids, the contract, and any changes to the contract in writing. Make sure the contractor name, CCB number, and contact information are included on any written documents related to your project.
   - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
   - **Contracts and Change Orders** - *Always get it in writing.* Your contractor is required to provide a written contract if the contract price is more than $2000. The CCB recommends that all contracts be in writing.
   - **Make sure the contractor's name, CCB number, and contact information** is included in the contract.
   - **For your protection** - *Contracts should be as detailed as possible*. Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses.
   - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
   - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
   - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

CONTRACTOR: **CCB#:** _____ **PROPERTY OWNER:**

Signature _____ Date _____ Signature _____ Date _____

f:CPN.revised 12-20-07

Information Notice To Owner About
Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds $1,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers,materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.hirealicensedcontractor.com, or call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1))**, which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than $2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: _____

_____
Print Name (as it appears on contract)

_____ _____
Signature Date

PROPERTY OWNER:

_____
Print Name (as it appears on contract)

_____ _____
Signature Date

Notice of Procedure

Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330 (2))

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

Before you start an arbitration or court action, you must do the following:

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

You should contact an attorney for information on the procedures and deadlines required under Oregon law.

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB#: _____

HOMEOWNER:

_____
Print Contractor Name (as it appears on contract)

_____
Print Homeowner Name (as it appears on contract)

_____ _____
Signature of Authorized Representative Date

_____ _____
Signature Date

f:noticeofprocedure/adopted12-04-07

COMMUNITY ACTION TEAM, INC.

HOUSING REHABILITATION PROGRAM

GENERAL CONDITIONS,

and

PERFORMANCE REQUIREMENTS

FOR

REHABILITATION CONTRACTS

(Updated August 21, 2015)

Signature below acknowledges receipt of the above referenced document.

Owner	*Date*
Contractor	*Date*
Business Name	

COMMUNITY ACTION TEAM, INC.

HOUSING REHABILITATION PROGRAM

GENERAL CONDITIONS,

and

PERFORMANCE REQUIREMENTS

FOR

REHABILITATION CONTRACTS

(updated September 20, 2005)

Signature below acknowledges receipt of the above referenced document.

Owner	*Date*
Contractor	*Date*
Business Name	

COMMUNITY ACTION TEAM, INC.

HOUSING REHABILITATION PROGRAM

GENERAL CONDITIONS,

and

PERFORMANCE REQUIREMENTS

FOR

REHABILITATION CONTRACTS

(updated September 20, 2005)

COMMUNITY ACTION TEAM, INC. HOUSING REHABILITATION PROGRAM

GENERAL CONDITIONS AND PERFORMANCE REQUIREMENTS FOR REHABILITATION CONTRACTS

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COMMUNITY ACTION TEAM, INC. HOUSING REHAB PROGRAM

General Conditions and Performance Requirements for Rehabilitation Contracts

ARTICLE 1. DEFINITIONS

These provisions form a part of each contract for housing rehabilitation, and are as much a part of the contract as any other provision of Contract Documents. The term "Contractor" refers to the Contractor named in the Contract Documents. The term "Owner" or "Homeowner" refers to the Owner of the property to be rehabilitated. The term "CAT" refers to Community Action Team, Inc.

The Contract Documents include: the Contract; Scope of Work/ Specifications (The scope of work includes the cumulative work specified in both the Contractor's written proposal and the Scope of Work/Specifications (SOW), any attachments or addenda, the request for proposal packet (including the instructions to contractor), and these General Conditions.

ARTICLE 2. EXECUTION

The agreement shall be signed in duplicate by the Owner and the Contractor.

ARTICLE 3. SCOPE OF WORK, SPECIFICATIONS, DRAWINGS, CONTRACTOR SITE INSPECTION, CONCEALED CONDITIONS

The scope of work (SOW) includes the cumulative work and specifications contained in the SOW; the Contractor's or subcontractor's written proposal, if included as an addendum to the SOW; architectural and/or engineer drawings; and product descriptions and/or specifications —all as referenced in one or more of the construction documents. All work shall be executed in conformity with the scope of work and specifications as put forth in the Contract Documents. If any contradictions exist between the Contractor's proposal and the SOW, the SOW will take precedence unless the Contractor can demonstrate a greater benefit to the Owner and to the integrity of the project by using the alternative specification.

Contractors are responsible for thoroughly studying and understanding any and all drawings, specifications, and other Contract documents. Prior to submitting a proposal or signing the Contract, the Contractor shall check and verify all field measurements. Contractors are responsible for making all necessary site visits to make themselves fully aware of existing conditions. Contractors are responsible for understanding all requirements of the work, and whether there are any restrictions or difficulties which might affect their performance of the terms of the Contract. Contractors shall be responsible for addressing factors such as seasonal weather patterns and existing site conditions. Contractors shall be responsible for assessing the need for repairing or replacing surfaces or building components that are adjacent to the work performed and which would need to be disturbed in order to accomplish a task (e.g. repairing or replacing siding, interior wall surfaces or structural members when removing and replacing doors or windows). Such foreseeable work and expenses shall be included in

the Contractor's proposal. Failure to do so cannot be used as the basis or reason for non-performance once the Contract is in effect.

If, during the course of the work, subsurface or concealed conditions are discovered which differ materially from the scope of work previously defined, and the remediation of which would necessitate a change in the contract sum, the Contractor shall promptly inform the Owner and CAT prior to disturbing such conditions. CAT will promptly investigate such conditions and make a recommendation as to whether a contract change order is warranted.

The Owner shall select all styles, models, colors, and make other aesthetic choices of their concern. Such choices must be within the eligible expenditures as listed in the program's administrative policy and as permitted by federal regulations. It is the Contractor's responsibility to fully appreciate these concerns within the scope of their proposal. Trade names used are designed to establish quality desired. Before any substitutions are made, the written consent of the Owner and CAT must be obtained.

ARTICLE 4. PROTECTION OF EMPLOYEES, WORK AND PROPERTY

The Contractor shall protect all his/her work and the Owner's property from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, unless caused by the Owner, or due to a cause beyond the Contractor's control. The Contractor shall adequately protect adjacent property as provided by the law and the Contract Documents.

The Contractor shall take any necessary precautions for the safety of employees on the job site, and shall comply with all applicable provisions of Federal and State safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He/She shall erect and properly maintain at all times necessary safeguards for the protection of workmen and the public.

The Contractor shall maintain such insurance as will protect him/her from claims under Workman's Compensation Acts and any other employee benefit acts; from claims for damages because of bodily injury, including death, to his/her employees and all others; and from claims for damages to property any or all of which may arise out of or result from the Contractor's operation under the Contract, whether such operations be by himself/herself or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits of liability specified as part of the contract, if such specification is included. Certificates of such insurance shall be available upon request to the Owner and CAT.

In an emergency involving personal injury or damage to contract work, the Contractor, without special instruction or authorization from Owner or CAT is hereby permitted to act at the Contractor's discretion to prevent such personal injury or damage. Any compensation claimed by the Contractor on account of such emergency shall be determined by arbitration, as provided by both the Owner and CAT.

Unless otherwise provided, the Owner shall purchase and maintain fire insurance with extended coverage upon the entire structure on which the work of Contract is to be done to 100% of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, plus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incidental to the work, and such scaffolding, staging, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of work.

Certificates of such insurance shall be made available to the Contractor, if he so requires. If the Owner fails to purchase or maintain insurance as above and so notifies the Contractor, the Contractor may insure his own interests and that of the subcontractors and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance or so to notify the Contractor he may recover as stipulated in the Contract for recovery of damages.

The Owner shall be responsible for and at his option may insure against loss of use of his existing property, due to fire or otherwise, however caused. If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the Contract for arbitration. If after loss no compromising agreement is made, replacement of injured work shall be ordered and executed as provided for changes in the work.

The Trustee shall have the power to adjust and settle any loss with the insurers unless one of the Contractors or subcontractors interested shall object in writing within three working days of the occurrence of loss, and thereupon arbitrators shall be chosen as above. The Trustee shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

The Contractor shall take reasonable precautions to protect Project work, materials, equipment, tools and supplies from damage, loss, or theft. The Contractor shall take reasonable precautions for the prevention of injury or accident and shall comply with applicable laws, ordinances, rules, and regulations for the safety of persons on, about, or adjacent to the Project site including: employees, subcontractors, other workers and personnel performing work or inspections, occupants of the Project dwelling or visitors to the Project site.

Contractor shall confine his apparatus, the storage of materials, and the operations of his/her work to limits indicated by law, ordinances, permits or directions of Owner or CAT, and shall not unreasonably encumber the premises with his/her materials. The Contractor shall not structurally load or permit any part of the structure to be loaded with a weight that will endanger its safety.

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work. At the conclusion of each workday the Contractor shall perform a clean-up and safety inspection of the work-site, and shall correct, cover, barricade or contain all hazards. Upon completion of the work, the Contractor is responsible for the clean-up and removal of all construction debris generated as a result of the work. The site will be left "broom clean" or its equivalent unless more stringent requirements are required (e.g. Lead hazard clearance examinations).

Where the building that is to be rehabilitated is occupied, Contractors shall make allowances in their proposal for whatever inconvenience is incurred, (i.e. working around furniture, adjusting work hours to accommodate Owner's daily routine, etc.) The Contractor shall cover all carpets and furniture in the work area. Passageways and hallways shall be kept clear of debris, lumber or equipment. The Contractor shall ensure that appropriate barriers are erected to contain dust and debris generated by the workers. Bulk materials may not be stored inside the building without the Owner's permission.

Where exterior work is to be done, Contractor shall take care to prevent damage to landscaping, adjacent planters, stoops, patios, or areas of the building not receiving work. Debris and waste (including paint chips) will be removed from the project area as a part of clean up.

Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its several parts come together and properly fit in order for it to receive or be received by work of other contractors as may be necessary for the completion of the Project. Any cost caused by defective or ill-timed work shall be borne by the party responsible, as determined by CAT. Contractor shall not endanger, cut or alter the work of any other Contractor save with the consent of Owner and CAT.

Demolition of all parts to be removed shall be done in a safe, orderly manner taking care to avoid damage to parts which are to be left in place. Any damage resulting from the work shall be replaced or repaired at no additional cost to the Owner.

The Owner will make reasonable efforts to move furniture and rugs to create clear working space for the Contractor. Owner must allow the Contractor reasonable use of water and electricity.

ARTICLE 5. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without consent of the other, and CAT. Nor shall the contractor assign any monies due or to come to him hereunder without the previous written consent of the Owner and CAT.

ARTICLE 6. BIDS

The Agency encourages the letting of rehabilitation contracts on a competitive bid basis. Each bid must be based on all work called for in the applicable Drawings and

Specifications. Each Bidder must include in the bid all the various branches or categories of work covered in these provisions. Each bid must be submitted on the form provided. The Owner has the right to reject any and all bids. CAT recommends that the Owner solicit at least three bids from qualified contractors. CAT encourages selection of low bid. However, final contractor selection is the Owner's prerogative, subject to CAT's right to disallow a given contractor or any particular bid.

Prospective Contractors are instructed to visit the site where the work is to be undertaken and to make themselves fully aware of the existing conditions. They should determine just what the job involves, and whether there are any restrictions or difficulties, which might affect their performance under the terms of the contract. Prospective Contractors should thoroughly study and understand the Rehabilitation Construction Specifications and Drawings, if any and other Contract Documents. Failure to do these things cannot be used as an excuse or reason for non-performance once the contract is executed.

The submission of a Price shall be evidence of a Contractor's having acquainted himself with the job site and his willingness to conform to all code and project requirements without additional compensation.

Contractors shall base their estimates on work to be undertaken only as indicated on the Rehabilitation Construction Specifications and Drawings. However, they shall assume certain related responsibilities regarding adjustments to surrounding work during the normal process of construction improvements and repairs.

Any erasure, strikeover or other noticeable change in the form of working in the bid must be initialed by the Bidder or explained over Bidder's signature.

Each bid must be based on all work called for in the applicable Construction Specification and Drawings, if any. Each Bidder must include in the bid all the various branches or categories of work covered in these provisions. The Owner has the right to reject any and all bids.

ARTICLE 7. CODES

All work and materials must comply with the current State of Oregon Residential Specialty Code. In the event the State Historic Office considers a housing unit to be rehabilitated eligible for inclusion in the National Register for Historic Places, then any and all repairs or alterations will conform to State Historic Guideline Rulings.

ARTICLE 8. PERMITS, INSPECTIONS

Permits and licenses necessary for the alteration of residential structures shall be secured and paid for by the Contractor prior to beginning work. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Construction Specifications are at variance therewith, he shall promptly notify CAT in writing and any necessary changes shall be as provided in the Contract for changes in

work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations and without such notice to CAT, he shall bear all costs arising there from. It is the responsibility of the Contractor to request and obtain all required inspections. Upon completion of the work, the Contractor shall furnish evidence of approval of inspections required from the applicable City or county Building Department, before requesting final payment.

ARTICLE 9. REGISTRATION, BONDING, LIABILITY

Each Contractor must be registered with the State Builder's Board, bonded and carry adequate liability insurance for damages and accidents that may result from the performance of the work in connection with this Contract, except persons acting as self-contractor, who may not be required to be registered. The Contractor must hold harmless and indemnify the Owner, CAT, City of St. Helens, City of Vernonia, City of Columbia City, City of Bay City, City of Astoria, City of Tillamook, City of Manzanita, Columbia County, Clatsop County, and Tillamook County against any and all damages, injury, or accidents which occur in connection with the performance of this contract or as a result of the storage of contract materials on the property.

ARTICLE 10. CHANGES IN CONTRACT

The Owner, without invalidating the Contract, may, with prior written consent of CAT, order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract unless the change requires an extension of time, in which case the Contract shall be adjusted accordingly at the time of the ordering of such change.

ARTICLE 11. CORRECTION OF WORK BEFORE SUBSTANTIAL COMPLETION

11.1 The Contractor shall promptly remove from the premises all work rejected by CAT as failing to conform to the Contract, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, and expenses made necessary thereby, shall be at the Contractor's expense. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

11.2 In addition to the Contractor's Obligations under Article 17, if, within one year after Final Completion of the Work or designated portion thereof or after the date for commencement of special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the

correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

ARTICLE 12. DEDUCTION FOR UNCORRECTED WORK

If CAT and the Owner decide it is impractical to correct work which is unacceptable or not done in accordance with the Contract, an equitable deduction from the Contract Sum, as determined by CAT, shall be made.

ARTICLE 13. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or CAT., or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unavoidable casualties or any cause beyond the contractor's control, or by delay authorized by CAT pending mediation or arbitration, or by any other cause which CAT, Inc., shall decide justifies the delay, the time of completion shall be extended for such reasonable time as CAT may determine.

A written request for an extension must be made by Contractor to CAT within seven (7) days after the delay occurs. The foregoing does not exclude the recovery of damages for delay by either Party under the provisions in the Contract Documents.

ARTICLE 14. OWNER'S RIGHT TO TERMINATE CONTRACT

Upon written notice to the Contractor, the Owner may terminate the Contract for any of the following reasons: a) Contractor's insolvency, bankruptcy or any conduct or condition which has resulted in a monetary loss to CAT, in connection with Contract work or which reasonably threatens any such loss b) Contractor's abandonment of the job, or failure to commence the contract within thirty (30) days of issuance of notice to proceed by Owner c) Contractor's failure to comply with the provisions of ARTICLE 31. Disputes d) Any other reasons that fall under another one of the Contract Documents.

ARTICLE 15. CONTRACTOR'S RIGHT TO STOP WORK, TERMINATE CONTRACT

If work is stopped under an order of any court or other public authority for a period of thirty (30) days or more, through no act or fault of the Contractor, or of anyone employed by him/her, then the Contractor may, upon seven (7) days written notice to the Owner and CAT, terminate the contract and recover from the Owner payment for all work completed and any proven loss sustained and a reasonable profit on work completed and materials furnished. The proration of such payment is contingent upon approval by CAT.

ARTICLE 16. APPLICATION FOR PAYMENTS

Upon approval of the Contractor's billing, the Contractor must sign and submit a lien waiver and certificate of completion, as well as provide evidence of final inspection approvals from appropriate authorities. CAT, or an independent inspector authorized by

CAT will then make an inspection and if all work specified in the contract is found satisfactorily completed, the Owner will sign a certificate of acceptance and authorized payment to the Contractor. Contractors must submit invoices to CAT by the 25th of each month to initiate the final payable process. Checks for authorized payments will be mailed by the 25th of the following month. An exception will apply if the State or administering jurisdiction does not release funding.

The Contractor may make requests for periodic construction draw payments as the project proceeds. CAT, or an independent inspector authorized by CAT will then make an inspection and if work has been completed to this point will authorize a partial payment. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by the parties. Contractors must submit invoices to CAT, Inc., by the 25th of each month to initiate the partial payable process. Checks for authorized payment will be mailed by the 25th of the following month. An exception will apply if the State or administering jurisdiction does not release funding.

ARTICLE 17 COMPLETION AND FINAL PAYMENT

17.1 Upon receipt of verbal or written notice that the work is ready for final inspection and acceptance and upon receipt of a final application for payment, CAT, or an inspector authorized by CAT will promptly make such inspection and, when CAT finds the Work acceptable under the Contract Documents and the Contract fully performed, CAT will promptly issue a final certificate for payment stating that to the best of CAT's knowledge, information, and belief, and on the basis of CAT's on site visits and authorized inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable. Warranties required by the Contract Documents shall commence on the date of Final Completion of the work unless otherwise provided in the certificate of Final Completion. Upon the issuance of the certificate of Final Completion, CAT will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

17. 2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the Owner to indemnify the Owner and CAT against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

17.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

2. failure of the Work to comply with the requirements of the Contract Documents; or

3. terms of special warranties required by the Contract Documents.

17.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

ARTICLE 18. PAYMENTS WITHHELD

CAT may withhold payments in whole or in part, to the extent necessary to protect Owner from the loss on account of:

a. Defective work not remedied.
b. Any claim filed or reasonable evidence indicating probable filing of any such claim.
c. A reasonable doubt that the Contract can be replaced for the balance then unpaid.
d. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
e. Balances due to subcontractors or supplies that in total approach or exceed the balance due after requested payment. Applicable balances are only for work on subject property.
f. Damage to another contractor's work.
g. Failure of Contractor to complete work within the time limits set forth in the construction Contract.
h. Unsafe work practices.
i. Payment requests that are disproportionate to the work performed and/or materials supplied.
j. Payment requests for materials supplied but not yet installed whereby CAT deems that installation is first required.
k. Non-compliance with applicable federal, state, and local laws and regulations.

As the above grounds are satisfied, payment shall be made for the amount withheld because of them.

ARTICLE 19. WARRANTY

The Contractor hereby warrants to the Owner and CAT that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor agrees to correct any defects due to faulty materials or workmanship which shall appear within a period of one year from the date of final

payment, and pay for any damage to work resulting there from. The Owner shall give notice of observed defects with reasonable promptness.

ARTICLE 20. LIENS

Neither the final payment nor any part of the retained percentage under the Contract shall become due until the Contractor has executed a complete release of all liens arising out of the Contract; and, the Contractor shall supply CAT a waiver of lien executed by each subcontractor, so that as far as he/she has knowledge or information, such waivers include all labor and materials for which a lien could be filed in connection with this contract. If any lien is filed and remains unsatisfied after all payment have been made to the Contractor, he/she shall reimburse the Owner for all money that the Owner may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. Final Payment of the retained percentage will not become due until seventy five (75) days after Final Completion pursuant to Oregon law (*OR. Rev. Stat. § 87.035* (2003)).

ARTICLE 21. SUBCONTRACTS

The Contractor agrees that he/she is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor agrees to bind every subcontractor to the terms of the Contract Documents, including the signed agreement, the Construction Specifications and Drawing and the General Conditions and Performance Requirements. Subcontractors shall be required, by the Contractor, to assume all obligations and responsibilities, including the responsibility for safety and lead safe work practices (if applicable) that the Contractor assumes towards the Owner. Each subcontract or agreement with a subcontractor shall preserve and protect the rights of the Owner and CAT as applicable to that portion of the project for which the subcontractor is responsible. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be obligated. CAT shall, on request, furnish to any subcontractor whenever practicable, evidence of the amount of the Contract.

ARTICLE 22. UTILITIES

The Owner will provide the contractor with the services of water and electricity, if available, at no charge. During the cold weather season, the Owner will provide and maintain adequate heating in work areas, except that if the normal heating system is not operational it shall be the Contractor's responsibility to provide auxiliary heat, if needed, at the expense of the Contractor.

ARTICLE 23. WORKING CONDITIONS

Where building to be rehabilitated is furnished and occupied by Owner, Contractor shall make allowances in their Bid Price for whatever inconvenience is incurred, i.e., working

around furniture, adjusting working hours to accommodate Owner's daily routines, etc. The Contractor shall cover all carpets and furniture in the working areas. Passageways and hallways shall be kept clear of debris, lumber or equipment. Bulk materials may not be stored inside the building. The Owner shall make reasonable effort to move furniture and rugs to create a clear working space for the Contractor.

ARTICLE 24. Lead-based Hazards, Interim Controls, Lead-Safe Work Practice Standards, Clearance Testing

The Contractor will coordinate all lead hazard activities with the lead risk assessor and/or inspector that works for or has been approved by the CAT. Projects that are regulated by the Residential Lead-Based Paint Hazard Reduction Act of 1992 and 24 Code of Federal Regulations, Part 35 (24 CFR, 35), and for which lead-hazards have been identified by a lead risk assessment will require lead safe work practices for all or part of the project. On such projects, or parts of projects, where interim lead hazard controls are to be conducted, only workers trained in accordance with 24 CFR 35.1330 are permitted to perform the work; and, such workers are required to implement lead safe work practices as prescribed by 24 CFR 35.1335, "Standard treatments;" and 24 CFR 35.1345, "Occupant protection and work-site preparation."

Occupants and workers who have not personally taken the State certified lead safe work practices or equivalent certified training, shall not be permitted to enter the work-site area(s) that have been identified as lead hazardous, and which have been contained for safe work purposes. Only after the lead related work has been completed and certified clearance has been achieved will occupants or untrained personnel be permitted into such containment areas. Clearance examinations must be performed by State certified personnel who either work for or have been approved by the CAT.

Unless the Project is exempt from lead-based paint regulations as per 24 CFR 35.115, the Contractor's Proposal shall include all costs of interim control related work and lead safe work practice activities. However, costs for clearance examinations (risk assessor's time and materials, shipping and lab testing) are not part of the Contract amount.

ARTICLE 25. USE OF PREMISES

The Contractor shall confine his/her tools, the storage of materials and the operations of his/her workers to the limits indicated by law, ordinances, permits, or directions of CAT and shall not reasonably encumber the premises with his/her materials. The contractor shall not structurally load or permit any part of the structure to be loaded with a weight that will endanger its safety.

ARTICLE 26. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by work of employees or subcontractors, and at the completion of work, he/she shall remove all his/her debris, tools, scaffolding and surplus materials from and about the building and shall have his/her work "broom clean"

or its equivalent. In case of dispute, the Owner may remove the rubbish and charge the Contractor in whatever the amount CAT determines to be reasonable.

ARTICLE 27. NON-DISCRIMINATION

During the performance of the contract, the Contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or any other legally protected status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, sex, national origin, or any other legally protected status. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and for selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to any legally protected status.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 28. AFFIRMATIVE ACTION

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3, of the housing and Development Act of 1968, as amended, 12 USC 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

The parties to this contract will comply with the provisions of as said Section 3 and the regulations issued pursuant thereto the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if

any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of liability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal assistance provided to the project, finding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ARTICLE 29. COMMUNITY ACTION TEAM STATUS

CAT will make periodic visits to the site to familiarize itself with progress and quality of the work to determine in general if the work is proceeding in accordance with the Contract Documents. It will not be required to make exhaustive or continuous on-site inspections to check the work and the Owner expressly understands and agrees that CAT will not be responsible for the Contractors' failure to carry out the work in accordance with the Contract Documents. However, CAT may reject any work as failing to conform to the Contract Documents. CAT shall have the authority to act on behalf of the Owner as provided in the Contract Documents and to protect its interests in providing federal assistance for rehabilitating privately owned structures. CAT shall have authority to stop the work whenever necessary in its reasonable opinion to insure proper execution of the Contract.

ARTICLE 30. COMMUNITY ACTION TEAM DECISIONS

CAT shall be, in the first instance, the interpreter of the terms of the Contract Documents and the judge of their performance; and within reasonable time, shall make decisions on all claims or other matters relating to the execution and the progress of the Contract work. All such decisions shall be subject to arbitration as provided in this Contract.

ARTICLE 31. DISPUTES

CAT, the Owner and the Contractor expressly agree to settle any dispute pertaining to the Contract work or documents by the following procedure:

Owner, Contractor, and CAT and agents of CAT agree that any controversy or claim arising out of or relating to the construction contract and the incorporated documents, whether acts of commission or omission, and including, without limitation, the making, performance, or interpretation of the construction contract and the incorporate documents shall be settled by the following process: If the dispute involves the homeowner and contractor, the Rehabilitation Specialist will first be requested to mediate the dispute. If mediation to the satisfaction of the homeowner and the contractor is not achieved, the Program Director will review the case. The homeowner and/or contractor must make a written request to the Program Director within six months of last payment to the contractor. The Program Director will issue a decision with 30 days of receipt of the request for the review. If the decision of the Program Director is not acceptable to the homeowner or the contractor, then the case must be submitted for final ruling to the Construction Contractor's Board using their dispute resolution process.

ARTICLE 32. SECTION 3 - Economic Opportunities for Low and Very Low-Income Persons

Contractors who are performing housing rehabilitation work on projects that are funded with a Community Development Block Grant(CDBG), and have an aggregate of $100,000 of individual housing rehabilitation construction projects under the CDBG grant agree to comply with HUD regulations at 24 CFR Part 135, which implement Section 3, Economic Opportunities for Low—and Very Low-Income Persons. Community Action Team, Inc. will notify Contractors when they are performing construction projects under a CDBG grant where compliance is required and will provide Section 3 documents and forms.

Contact Information

Community Action Team, Inc. Rehabilitation and Weatherization Programs
Address: 125 N 17th Street St Helens, Or 97051
Office Phone: 503-366-6552 Fax: 503-397-1672

Program director: Casey Mitchell
cmitchell1@cat-team.org

Rehabilitation Specialist: Dayle Shulda
dshulda@cat-team.org

ARTICLE 33. PERFORMANCE REQUIREMENTS

The following provisions shall be part, either by inclusion or reference, of each work write-up prepared by Community Action Team in connection with a Housing Rehabilitation Loan.

GENERAL STATEMENTS

A. CODE REQUIREMENTS: All work performed under these programs by any persons shall comply fully with current State of Oregon Residential Specialty Code. Additionally, all prefabricated products shall meet manufacturer's installation requirements.

B. PERMIT REQUIREMENTS: All building permits required as a result of the proposed rehabilitation, whether city, county or state issued, shall be the responsibility of the Contractor or subcontractor hired to perform the work. The contractor shall provide CAT with copies of all permits obtained, unless otherwise stated in the Construction Contract. Upon completion of the work, the Contractor shall furnish evidence of approval of inspections required from the applicable City, county or state Building Department, before requesting final payment.

C. OWNER SELECTION: The Homeowner shall select all styles, colors and color schemes in all areas of construction where the esthetic value is of a concern to the Homeowner. These selections shall comply with all codes and product performance requirements provided by this program and shall conform to written budgetary constraints. It shall be the Contractor's responsibility to fully appreciate these concerns before writing the bid.

D. SUBSTITUTIONS: It is not the desire of the homeowner to exclude any of the products or materials of equal or greater merit to those specified herein. Trade names used are designed to establish quality desired. Before any substitutions are made, the written consent of homeowner and CAT must be obtained. The Homeowner must make reasonable allowances for substitutions and shall not withhold consent without good reason.

E. DEBRIS REMOVAL: The Contractor shall be responsible for the removal of all construction debris generated as a result of work performed either by the general or any subcontractor. Disposal of such materials shall be made in accordance with environmental laws, ordinances, rules and regulations.

F. GUARANTEE: All materials provided shall have a 20 year life expectancy or greater when possible. All work shall be guaranteed by the contractor for one (1) year as to the quality of workmanship and materials.

GENERAL PERFORMANCE REQUIREMENTS

A. INSTALLATION: All work and materials must be applied in accordance with the applicable manufacturer's last instructions and specifications. Any variations desired to be applied to the instructions or specifications must be called to the attention of CAT in writing prior to application. CAT, in consultation with the Owner, reserves the right to direct the scheduling of the proposed work as deemed necessary to insure proper conduct and completion of the proposed work.

B. PARTITIONS: The Contractor shall furnish and erect to code specifications all stud partitions shown on drawings and/or specifications.

C. CARPENTRY WORK: There shall be a competent carpenter foreman on the job during critical stages of construction; who will consult with other trades as to openings, slots, furring requirements, and clearances; and who post the drawings and specifications on premises for reference by the Owner and other contractors.

Carpenter work shall be performed by skilled, competent craftspeople. Workmanship shall produce level, straight, plumb and true conditions.

Framing lumber shall be new, Standard Grade or better, and of sizes shown and noted on plans and details, or as specified in the Construction Specifications, or if not noted or specified, then as required by the current State of Oregon Residential Specialty Code.

C. CUTTING AND PATCHING: Contractor shall do all cutting and patching of his work that may be required to make its several parts come together and properly fit to receive or be received by work of other Contractors shown upon, or reasonably implied by, the Drawings and Specification for the completed structure, and he shall make good after them, as CAT may direct.

Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work any other Contractor save with the consent of CAT.

D. DEMOLITION: Demolition of all parts to be removed shall be done in a safe, orderly fashion taking part to avoid damage to parts which are to be left in place. Any damage resulting from the work shall be replaced or repaired at no cost additional to the Owner. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate.

E. WEATHERIZATION: All weatherization measures, materials and installation shall comply with current Site Built Housing and Mobile Home Specifications for the State of Oregon, developed by Oregon Energy Coordinators Association, Inc. Copies are available at the CAT office in Astoria.

F. MATERIALS: All materials shall be new and all workmanship shall be of professional quality. Use of any secondhand or recycled materials is prohibited, unless approved by the Homeowner and local Building Official.

ARTICLE 34. HOLD HARMLESS

I/ We understand and agree that no warranties, expressed, or implied, are made by Community Action Team, Inc. (CAT) or its employees to the Owner(s) or Contractor for materials furnished or work performed pursuant to this agreement. I agree to release and hold harmless CAT and its staff from any and all liability arising out of the performance of said improvements.

TAB I

IX. INSPECTIONS AND PAYABLES PROCESS

DATA ENTRY FIELDS	ENTRY AREA	A	B	C	D	TOTAL PROJECT
1st Owner's Name, First & Last:						
2nd Owner's Name, First & Last:			Work Space			
Street Address						
City, State, Zip						
Street , City, State, Zip						
Year Home Built						
Square Footage						
Client #						
Email Address						
Grant Administration Jurisdiction:						
County of Residence:						

DATA ENTRY FIELDS	ENTRY AREA NON-CONSTRUCTION COSTS	A	B	C	D	TOTAL PROJECT
Item 1	Recording Fees					Recording Fees
Cost of Item 1	0	0	0	0	0	0
Item 2						0
Cost of Item 2		0	0	0	0	0
Item 3						0
Cost of Item 3		0	0	0	0	0

DATA ENTRY FIELDS	ENTRY AREA CONSTRUCTION COSTS	A	B	C	D	TOTAL PROJECT
Total Project Costs (Construction and other)	0	0	0	0	0	0
Contractor Business Name:						
Date of Contract:						
Section #1:						0
Cost of Section #1:		0	0	0	0	0
Section #2:						0
Cost of Section #2:		0	0	0	0	0
Section #3:						0
Cost of Section #3:		0	0	0	0	0
Section #4:						0
Cost of Section #4:		0	0	0	0	0
Section #5:						0
Cost of Section #5:		0	0	0	0	0
Section #6:						0
Cost of Section #6:		0	0	0	0	0
Section #7:						0
Cost of Section #7:		0	0	0	0	0
Section #8						0
Cost of Section #8		0	0	0	0	0
Section #9						0
Cost of Section #9		0	0	0	0	0
Section #10						0
Cost #10		0	0	0	0	0
Section #11						0
Cost #11		0	0	0	0	0
Section# 12						0
Cost #12		0	0	0	0	0
	Total Construction	0.00	0.00	0.00	0.00	0.00
	Total Other Cost	0.00	0.00	0.00	0.00	0.00
	Total All Costs	0.00	0.00	0.00	0.00	0.00
						0.00

Total Project Cost(Construction & Other)	$	-
Construction Cost	$	-
Other Cost	$	-
Total Project Cost Check	$	-

Community Action Team Contrator Bid Comparison				
0	0			
28-Aug-15	Contractor Bids			
BID LINE ITEM	CONTRACTOR 1	CONTRACTOR 2	CONTRACTOR 3	CONTRACTOR 4
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -	$ -

Summary

Date:	28-Aug-2015		HOME REPAIR PROJECT	
Owner:	0		A	$ -
Property Address:	0		B	$ -
City, State Zip	0		C	$ -
Year Home Built	0		D	$ -
Home Square footage	0	SQ.FT.	TOTAL	$ -
Client Number	0000			
Email Address:	0			

Project Costs

Description of Work	Contractor		A	B	C	D	Total
	0						
Recording Fees	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
0	$ -		$ -	$ -	$ -	$ -	$ -
TOTAL	$ -		$ -	$ -	$ -	$ -	$ -

CONSTRUCTION CONTRACT:	$ -
OTHER PROJECT COSTS	$ -
TOTAL PROJECT COSTS	$ -

Rehabilitation Specialist Date

HOW TO OPERATE PAYABLE PROGRAM	1. Start by saving file under client's name (Save As). Otherwise you might lose your master copy.	2. Next, enter data in this column. Press "Enter" to move to next entry, then go to step 3.	3. Press "Control-Shift-N" to start 1st payable, or a new partial payable with the same contract data.	4. Press "Control-Shift-P" to print current payable form.	5. Press "Control-Shift-F" to print final payable forms.	6. Press "Control-Shift-C to clear the current contract data and start a new payable with new data.

Grant #:	A
1st Owner's Name, First & Last:	0.00
2nd Owner's Name, First & Last:	0.00
Property Address (incl., city, state, & zip):	0.00
Grant Administration Jurisdiction:	0.00
County of Residence:	0.00
Total Grant Amount (Construction plus non-construction costs):	$0.00
Contractor Business Name:	0.00
Date of Contract:	0-Jan-00
Item #1:	0.00
Cost of Item #1:	$0.00
Item #2:	0.00
Cost of Item #2:	$0.00
Item #3:	0.00
Cost of Item #3:	$0.00
Item #4:	0.00
Cost of Item #4:	$0.00
Item #5:	0.00
Cost of Item #5:	$0.00
Item #6:	0.00
Cost of Item #6:	$0.00
Item #7:	0.00
Cost of Item #7:	$0.00
Item #8:	0.00
Cost of Item #8:	$0.00
Item #9:	0.00
Cost of Item #9:	$0.00
Item #10:	0.00
Cost of Item #10:	$0.00
Item #11:	0.00
Cost of Item #11:	$0.00
Item #12:	0.00
Cost of Item #12:	$0.00

COMMUNITY ACTION TEAM, INC.
818 Commercial Street, Suite 203, Astoria, OR 97103 - (503) 325-8098
Housing Rehabilitation Program

CONTRACTOR PAYMENT RELEASE

Grant#: A
HOMEOWNER(s): 0
PROPERTY ADDRESS: 0
CONTRACTOR: 0

CONTRACTOR'S CERTIFICATION OF LABOR AND MATERIALS

For the purpose of obtaining payment of the items listed below, the undersigned contractor hereby certifies and warrants to the owner and Community Action Team, Inc. that the laborers, mechanics, suppliers, and sub-contractors involved in the completion of the item(s) listed below have actually and satisfactorily completed that part of their work, labor, or furnishings of materials and that just compensation is inthe amount as hereafter set forth.

Date 28-Aug-15 _____

OWNER'S CERTIFICATION AND APPROVAL

I/We certify that 0 has performed the work and supplied the materials for the rehabilitation of my/our property (located as described above) under terms and conditions of a contract for such work dated 0-Jan-00. I/We hereby approve and authorize payment for the items and amounts below. This certification shall not constitute an acceptance of defective work or improper materials, nor is it a waiver of warranties or any other remedies I/we may be entitled to under the contract.

Date 28-Aug-15 _____

PAYMENT AMOUNT

Contract Item	Project Budget	This Payment	Previous Payments	Balance after Payment
1		0.00	0.00	
2		0.00	0.00	
3		0.00	0.00	
4		0.00	0.00	
5		0.00	0.00	
6		0.00	0.00	
7		0.00	0.00	
8		0.00	0.00	
9		0.00	0.00	
10		0.00	0.00	
11		0.00	0.00	
12		0.00	0.00	
Total All Items	**$0.00**	**$0.00**	**$0.00**	**$0.00**

PAYMENT SUMMARY

Contract price:	$0.00	Value of work completed:	$0.00
Total disbursed:	$0.00	Amount withheld:	$0.00
Undisbursed amount:	$0.00	Amount of this Payment:	$0.00
Draw request:	$0.00	Total Grant Amount:	$0.00
Balance of after payment:	$0.00	Costs not included in Contract:	$0.00

HOUSING REHABILITATION SPECIALIST'S CERTIFICATION

I certify that I have inspected the property mentioned above and that the work appears to be approximately 0% completed in accordance with the contract.

Date 28-Aug-15 _____
Housing Rehabilitation Specialist

COMMUNITY ACTION TEAM, INC.
818 Commercial Street, Suite 203, Astoria, OR 97103 - (503) 325-8098
Housing Rehabilitation Program

OWNER'S CERTIFICATION AND ACCEPTANCE OF IMPROVEMENTS

Grant#: A
HOMEOWNER(s): 0
PROPERTY ADDRESS: 0
CONTRACTOR: 0

WORK COMPLETED:

	Contract Item	Project Budget
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total All Items	**$0.00**

I the undersigned do depose and say that I own the above described real property and that the improvements made to said property by 0 are hereby found to be acceptable
and in accordance with that contract dated 0-Jan-00. This acceptance shall in no way abridge my right to enforce correction of any defect in the work that becomes apparent after this acceptance (rights described are a reference to those provided for in the "Contractor's Affidavit, Warranty and Lien Waiver" and as provided by State of Oregon law).

I the undersigned hereby agree to hold harmless Community Action Team Inc., hereafter C.A.T. Inc., and 0 County and 0from any liens already arisen or liens that may hereafter arise in connection with said improvements, and agree to cause same to be immediately released of record, and guarantee that there are no conditional sales agreements or lease purchase agreements incurred, outstanding, or unpaid in connection with said improvements.

I certify that the above mentioned improvements will be paid out of a grant obtained from C.A.T., inc. The total grant amount is $0 of which $0 is to pay 0 for the above
described improvements to my property under terms and conditions of a contract for such work dated 0-Jan-00. I certify that the balance of $0 are designated for other costs not included in the above described contract, including any appropriate title insurance fees, recording costs, appraisal fees, or other improvements covered by separate contract.

Date 28-Aug-15 _____

28-Aug-15

In Witness whereof, this certification and acceptance has been duly signed by the property owner(s) in the presence of:

Date 28-Aug-15 _____
Housing Rehabilitation Specialist

COMMUNITY ACTION TEAM, INC.
818 Commercial Street, Suite 203, Astoria, OR 97103 - (503) 325-8098
Housing Rehabilitation Program

CONTRACTOR'S AFFIDAVIT, WARRANTY AND LIEN WAIVER

Grant#: A
HOMEOWNER(s): 0
PROPERTY ADDRESS: 0
CONTRACTOR: 0

WORK COMPLETED (Items and Brief Description):

Contract Item	Project Budget
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Total All Items	**$0.00**

I the undersigned, hereby declare that, under a contract dated 0-Jan-00, I have agreed to perform the above described repairs on the real property located at 0.

The rehabilitation, repair or alteration of said improvement has been fully and satisfactorily completed in substantial conformity with said contract. I hereby warrant to remedy any defects due to faulty workmanship or materials, and to pay for damage to other work resulting there from, which shall be observed and reported to Community Action Team Inc. or me in writing by the owner of said property within twelve (12) months from the date of final payment.

All of the materials used on said improvements, all labor performed thereon and all fees, industrial insurance and permits in connection with said improvement which might give rise to liens on said property have been paid in full.

I the undersigned, upon payment, waive any lien or right to lien which I may have against said property and warrant to hold harmless the owner of said property and Community Action Team Inc. from any lien or liens which are now in existence or may hereafter arise by reason of such rehabilitation, repair, or alteration, and I will cause the same to be released of record immediately.

The foregoing statements and representations are made to the owner of the above described property and to Community Action Team Inc. for valuable consideration, receipt whereof is hereby acknowledged.

Date 28-Aug-15 _____
0.00

COMMUNITY ACTION TEAM, INC.
818 Commercial Street, Suite 203, Astoria, OR 97103 - (503) 325-8098
Housing Rehabilitation Program

CERTIFICATION OF FINAL INSPECTION

Grant#: A
HOMEOWNER(s): 0
PROPERTY ADDRESS: 0
CONTRACTOR: 0

WORK COMPLETED (Items and Brief Description):

	Contract Item	Project Budget
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
	Total All Items	**$0.00**

The above described property has received improvements as a part of a Housing Rehabilitation Grant through Community Action Team, Inc.'s Housing Rehabilitation Program. I certify that I have inspected the property located at 0 and that the above described improvements appear to be satifactorily completed in accordance with the construction contract dated 0-Jan-00.

Date of Final Inspection 28-Aug-15 _____
Housing Rehabilitation Specialist

COMMUNITY ACTION TEAM, INC

DISBURSEMENT VOUCHER

CHECK AMOUNT: $ 0.00

PAYABLE TO:

PAYABLE ADDRESS:

PURPOSE:

CODING: {GL(4)-FUND(4)-LOCATION(2)-PROJECT(4)}	CHARGE:

PREPARED BY/ DATE:

SPECIAL INSTRUCTIONS:

APPROVED BY:

APPROVED BY:

I have reviewed the budget(s) included in this payable and understand that sufficient funding exists for this payment.

TAB J

X. EVALUATION

HOUSING REHABILITATION
CLIENT SURVEY

File #
Contract Specialist:
Loan Specialist:

The following questionnaire has been prepared by Community Action Team, Inc. Housing Rehabilitation staff to evaluate client satisfaction and the effectiveness of the program we administer.

After completing this form, please return at your earliest convenience. Please fold so that the return address and stamp are on the outside.

PLEASE MARK APPROPRIATE ANSWERS:

1) On a scale of 1 to 10 (1 = Poor, 10 = excellent), how would you rate this program overall? (please circle one)

1 2 3 4 5 6 7 8 9 10

2) How did you become aware of this program?

☐ Newspaper ☐ Brochure/Flyer
☐ Friend ☐ Radio
☐ Community/City ☐ Local Resources
☐ Other: (list)

3) Did you find the application easy to fill out?

☐ Yes ☐ No

4) Did the person determining your eligibility provide assistance and answer questions on the application process?

☐ Yes ☐ No

5) How long did you wait between application and start of work?

6) Did the person conducting the initial review of your house discuss your needs with you?

☐ Yes ☐ No

7) Do you feel the CAT reviewer adequately explained the problems of your house and repairs recommended to you?

☐ Yes ☐ No

8) Did the contractor install the materials and make repairs in a professional manner?

☐ Yes ☐ No

9) Are you satisfied with the work? If no, explain why.

☐ Yes ☐ No

10) Were you provided with adequate information and time to make decisions?

☐ Yes ☐ No

11) Was the paperwork explained and copies provided?

☐ Yes ☐ No

12) Were any required maintenance or preservation of repairs and energy conservation ideas discussed?

☐ Yes ☐ No

13) In the space below please let us know what we did right and what we can improve upon. Is there anyone that you would like to recognize who was especially helpful?

14) If you have comments you would prefer to send to the Program Director, please mail questionnaire to:

Beverly Danner
Community Action Team
Housing Rehabilitation Program
125 N 17th Street
St Helens, OR 97051

THANK YOU FOR PARTICIPATING!

Place
Stamp
Here

Community Action Team
Housing Rehabilitation Program
125 N 17th Street
St Helens, OR 97051

COMMUNITY ACTION TEAM, INC.

HOUSING REHABILITATION PROGRAM

CLIENT QUESTIONNAIRE

HOW DID

WE DO?

EQUAL HOUSING
OPPORTUNITY

Community Action Team, Inc.
Housing Rehabilitation Program
125 N 17th Street
St Helens, OR 97051

TAB K

XI. CASH REQUEST PROCESS SUPPORTING DOCUMENTS

EXAMPLE RECAP OF THE NORTHWEST REGIONAL HOUSING REHABILITATION GRANT PROGRAM

	COUNTY OF RESIDENCE	LOAN #	NAME	CDBG GRANT AMT.	STATUS	BALANCE OF GRANT FUNDS	TOTAL PROJ'D CDBG GRANT	TOTAL LEVERAGE	TOTAL PROJECTED WORK	CAT WX PROGRAMS	NW REGIONAL REVOLVING LOAN FUND	RURAL DEV 504 LOANS & GRANTS	CITY REVOLVING LOAN FUNDS	OTHER FUNDS (Lend a Hand, etc., list source in comments)	DATE GRANT APPROVED
			Homeowner Rehab Grant Funds			295,000.00									
1	Tillamook	GC 001	Homeowner One	$8,350.00	D	286,650.00	8,350.00	3,500.00	11,850.00	3,500.00	0.00	0.00	0.00	0.00	5-Jan-16
2	Columbia	GC 002	Homeowner Two	$7,500.00	D	279,150.00	7,500.00	2,200.00	9,700.00	2,200.00	0.00	0.00	0.00	0.00	5-Jan-16
3	Clatsop	GC 003	Homeowner Three	$9,000.00	D	270,150.00	9,000.00	1,000.00	10,000.00	0.00	0.00	0.00	0.00	1,000.00	5-Jan-16
4	Clatsop	GC 004	Homeowner Four	$7,800.00	D	262,350.00	7,800.00	5,350.00	13,150.00	0.00	5,350.00	0.00	0.00	0.00	1-Feb-16
5	Columbia	GC 005	Homeowner Five	$10,000.00	C	252,350.00	10,000.00	3,735.00	13,735.00	3,735.00	0.00	0.00	0.00	0.00	1-Feb-16
6	Clatsop	GC 006	Homeowner Six	$0.00	C	252,350.00	0.00	7,500.00	7,500.00	7,500.00	0.00	0.00	0.00	0.00	1-Feb-16
7	Tillamook	GC 007	Homeowner Seven	$6,500.00	G	245,850.00	6,500.00	2,900.00	9,400.00	2,900.00	0.00	0.00	0.00	0.00	1-Mar-16
8	Tillamook	GC 008	Homeowner Eight	$7,375.00	G	238,475.00	7,375.00	3,300.00	10,675.00	3,300.00	0.00	0.00	0.00	0.00	1-Mar-16
9	Clatsop	GC 009	Homeowner Nine	$0.00	B	238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	Columbia	GC 010	Homeowner Ten	$0.00	B	238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
11		GC 011	Homeowner Eleven	$0.00	V	238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
12		GC 012	Homeowner Twelve	$0.00	V	238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13		GC 013		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
14		GC 014		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
15		GC 015		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
16		GC 016		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
17		GC 017		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
18		GC 018		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
19		GC 019		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20		GC 020		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21		GC 021		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22		GC 022		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23		GC 023		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24		GC 024		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25		GC 025		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26		GC 026		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27		GC 027		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
28		GC 028		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
29		GC 029		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
30		GC 030		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
31		GC 031		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
32		GC 032		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
33		GC 033		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
34		GC 034		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
35		GC 035		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
36		GC 036		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
37		GC 037		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
38		GC 038		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
39		GC 039		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
40		GC 040		$0.00		238,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
			TOTALS	$56,525.00				$29,485.00	$86,010.00	$23,135.00	$5,350.00	$0.00	$0.00	$1,000.00	

Total Households:	12
TOTAL UNITS GOAL:	40
TOTAL LEVERAGE:	$29,485.00
TOTAL LEVERAGE GOAL:	$200,000.00
LEVERAGE BALANCE:	$170,515.00

STATUS KEY

V = VERIFICATION STAGE
B = OUT TO BID
G = GRANT APPROVAL
C = PROJECT UNDER CONTRACT
D = PROJECT COMPLETED

CDBG AWARD	11/16/2015
County-OBDD Contract	12/15/2015
County-OBDD Contract	12/31/2015
All Funds Obligated by	9/14/2017
Project Completion Required	12/14/2017
Goal Date Project Completion	9/1/2017

Northwest Oregon Regional Housing Rehab Program Project Draw Records EXAMPLE

DATE 28-Aug-15

	GRANT #	CLIENT	GRANT AMOUNT	GRANT AMOUNT check	CONTRACT AMOUNT	DRAWDOWN TOTALS	DRAWDOWN BALANCE	CONTRACTOR	PAYABLE 1	DATE	CR #	PAYABLE 2	DATE	CR #	PAYABLE 3	DATE	CR #	PAYABLE 4	DATE	CR #	PAYABLE 5	DATE	CR #	TOTAL PAYABLES
1	GC001	Homeowner One	8,350.00	8,350.00	7,900.00	7,900.00	0.00	ABC Contracting	4,150.00	03/01/16	1	3,750.00	04/01/16	2										7,900.00
					450.00	450.00	0.00	Lead Assessment Plus	450.00	03/01/16	1													450.00
2	GC002	Homeowner Two	7,500.00	7,500.00	7,500.00	7,500.00	0.00	Do It Right Contractors	7,500.00	03/01/16	1													7,500.00
					0.00	0.00	0.00		0.00															0.00
3	GC003	Homeowner Three	9,000.00	9,000.00	9,000.00	9,000.00	0.00	Always Level GC	4,500.00	04/01/16	2	4,500.00	05/01/16	3										9,000.00
					0.00	0.00	0.00																	0.00
4	GC004	Homeowner Four	7,800.00	7,800.00	7,800.00	7,800.00	0.00	Best Builders GC	7,800.00	05/01/16	3													7,800.00
					0.00	0.00	0.00		0.00															0.00
5	GC005	Homeowner Five	10,000.00	10,000.00	9,550.00	5,000.00	4,550.00	ABC Contracting	5,000.00	05/01/16	3													5,000.00
					450.00	450.00	0.00	Lead Assessment Plus	450.00	03/01/16	1													450.00
6	GC006	Homeowner Six	0.00	0.00	0.00	0.00	0.00	WEATHERIZATION ONLY																0.00
					0.00	0.00	0.00																	0.00
7	GC007	Homeowner Seven	6,500.00	6,500.00	6,500.00	0.00	6,500.00																	0.00
					0.00	0.00	0.00																	0.00
8	GC008	Homeowner Eight	7,375.00	7,375.00	7,000.00	0.00	7,000.00																	0.00
					375.00	375.00	0.00	Lead Assessment Plus	375.00	04/01/16	2													375.00
9	GC009			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
10	GC010			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
11	GC011			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
12	GC012			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
13	GC013			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
14	GC014			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
15	GC015			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
16	GC016			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
17	GC017			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
18	GC018			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
19	GC019			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
20	GC020			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
21	GC021			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
22	GC022			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
23	GC023			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
24	GC024			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
25	GC025			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
26	GC026			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
27	GC027			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
28	GC028			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
29	GC029			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
30	GC030			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
31	GC031			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
32	GC032			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
33	GC033			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
34	GC034			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
35	GC035			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
36	GC036			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
37	GC037			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
38	GC038			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
39	GC039			0.00		0.00	0.00																	0.00
						0.00	0.00																	0.00
		TOTALS	**$56,525.00**	$56,525.00	**$56,525.00**	**$38,475.00**	**$18,050.00**		**$30,225.00**			**$8,250.00**			**$0.00**			**$0.00**			**$0.00**			**$38,475.00**

Total Grant Funds Available:	$205,000.00
Total from above	$56,525.00
Balance to Grant:	$238,475.00

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CASH REQUEST RECORD EXAMPLE
Northwest Oregon Regional Housing Rehabilitation Grant Program

FIRST CASH REQUEST		Date	01-Mar-16		
Grant #	Client		$ Amount	Contractor	
GC001	Homeowner One		4,150.00	ABC Contracting	
GC002	Homeowner Two		7,500.00	Do It Right Construction	FINAL PAYABLE
GC001	Homeowner One		450.00	Lead Assessment Plus	
GC005	Homeowner Five		450.00	Lead Assessment Plus	
				CDBG AWARD AMOUNT	**400,000**
	Total Receipts		**12,550.00**		BALANCE
	Total Receipts Rounded		**12,550.00**	295,000	282,450
	Environmental Review		15,000.00	15,000	0
	Grant Administration Rounded		1,064.00	25,000	23,936
	Program Mgmt Rounded		2,765.00	65,000	62,235
	TOTAL FIRST CASH REQUEST		**31,379.00**	**BALANCE CDBG AWARD**	**368,621**

MATCH CASH REQUEST ONE		as of	01-Mar-16		
LEV Grant #	client	source	amount		
TWX001	Homeowner One	Weatherization	3,500.00		
CWX001	Homeowner Two	Weatherization	2,200.00		
				MATCH COMMITTED	**250,000**
					BALANCE
	TOTAL REHABILITATION MATCH DD #1		5,700.00	200,000	194,300
	TOTAL CAT PROG MGMT & GRNT ADMIN MATCH		1,425.00	50,000	48,575
	TOTAL MATCH CASH REQUEST ONE		**7,125.00**		**242,875**

FIRST CASH REQUEST		Date	01-Apr-16		
Grant #	Client		$ Amount	Contractor	
GC001	Homeowner One		3,750.00	ABC Contracting	FINAL PAYABLE
GC003	Homeowner Three		4,500.00	Do It Right Construction	
GC008	Homeowner Eight		375.00	Lead Assessment Plus	
				CDBG AWARD AMOUNT	**400,000**
	Total Receipts		**8,625.00**		BALANCE
	Total Receipts Rounded		**8,625.00**	282,450	273,825
	Environmental Review		0.00	0	0
	Grant Administration Rounded		1,900.00	23,936	22,036
	Program Mgmt Rounded		730.00	62,235	61,505
	TOTAL FIRST CASH REQUEST		**11,255.00**	**BALANCE CDBG AWARD**	**367,366**

MATCH CASH REQUEST ONE		as of	01-Apr-16		
LEV Grant #	client	source	amount		
LH001	Homeowner Three	Lend A Hand	1,000.00		
				MATCH COMMITTED	**250,000**
					BALANCE
	TOTAL REHABILITATION MATCH DD #1		1,000.00	194,300	193,300
	TOTAL CAT PROG MGMT & GRNT ADMIN MATCH		250.00	48,575	48,325
	TOTAL MATCH CASH REQUEST ONE		**1,250.00**		**241,625**

CDBG HOMEOWNER REHABILITATION
RECEIPTS SUBMITTED COVER SHEET
EXAMPLE

Cash Request # 1	Date	01-Mar-16
Grant #	Client	$ Amount
GC001	Homeowner One	4,150.00
GC002	Homeowner Two	7,500.00
GC001	Homeowner One	450.00
GC005	Homeowner Five	450.00
	Total Receipts	12,550.00
	Total CR Receipts Rounded	**12,550.00**

Cash Request # 2	Date	01-Apr-16
Loan #	Client	$ Amount
GC001	Homeowner One	3,750.00
GC003	Homeowner Three	4,500.00
GC008	Homeowner Eight	375.00
	Total Receipts	8,625.00
	Total CR Receipts Rounded	**8,625.00**

NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM GRANT#						28-Aug-15
Cash Request #	Date of Cash Request	Owner Occupied Rehabilitation	Program Management	Grant Administation	Environmental Review	Net Request
1						-
2						-
3						-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
14						-
15						-
16						-
TOTALS		$ -	$ -	$ -	$ -	$ -

		Owner Occupied Rehabilitation	Program Management	Grant Administation	Environmental Review	TOTALS
Total OCDBG Budget						-
Cash Request to date		-	-	-	-	-
Balance OCDBG Grant		-	-	-	-	-

PURCHASE AND SALE AGREEMENT

Dated: 6-26-16, 2016

BETWEEN **COLUMBIA COUNTY**, a political subdivision of the State of Oregon ("Seller")

AND Wenda Hall ("Buyer")

RECITALS

WHEREAS, on January 3, 2014, *nunc pro tunc* October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building, LLC, et. al.,* Case No. 13CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired certain foreclosed real property, including a certain parcel of land situated near Clatskanie, Oregon, which was formerly owned by Wenda Hall; and

WHEREAS, said foreclosed property is currently assigned Tax Map ID No. 7N4W21BA00400, is located adjacent to 18485 Johnson Road, in Clatskanie, is generally depicted on Exhibit A hereto and is more particularly described as follows:

> A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:
> Beginning at the North quarter comer of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of Columbia County, Oregon (the "Property"); and

WHEREAS, the prior owner of record according to the Columbia County deed record, at the time of the foreclosure proceedings was Wenda Hall; and

WHEREAS, the Columbia County Board of Commissioners has determined that it is in the best interest of the County to sell the Property to Wenda Hall, in accordance with ORS 275.180; and

WHEREAS, certain unoccupied improvements and personal property items are located on the Property; and

WHEREAS, the Columbia County Board of Commissioners has agreed to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms.

1. Purchase Price. The total purchase price shall be $2,500.00, which includes taxes, interest and penalties due on the Property through July 28, 2016.The County has received $500.00 from Mr. Dan Leno on behalf of Buyer, which will be applied to the purchase price. In the event that the sale does not close through no fault of Seller, the deposited funds will be forfeited and Buyer will be fully responsible for amounts owed, if any, to Mr. Leno.

2. Transaction Costs. In addition to the purchase price, Buyer will pay $2,000.00, or actual transaction costs, whichever is less, with said costs to include recording fees, consultant costs and County staff time.

3. Sale Contingency. The sale provided for in this Agreement will be contingent upon Buyer's simultaneous sale of the Property to Mr. Dan Leno, or another party acceptable to the County, for consideration in an amount not less than $26,260.00. The sale provided for in this Agreement is further contingent upon the proceeds from the sale of the Property to Mr. Leno being simultaneously used to fund the purchase under this Agreement and to remedy the default on the reverse mortgage that encumbers Buyer's adjacent home site property located at 18485 Johnson Road. Specific terms and conditions of this contingency are as follows:
   A. The sale of the Property to Buyer and subsequently to Dan Leno will occur in accordance with a simultaneous escrow closing on or before August 19, 2016, with said closing to be completed pursuant to escrow instructions that are substantially the same as Exhibit B hereto, which is incorporated by reference herein.
   B. The sale of the Property from Buyer to Mr. Leno will be in accordance with a purchase and sale agreement between Buyer and Mr. Leno, which Seller will not a party to and will not be provided a copy of. Buyer and Mr. Leno will be responsible for all costs associated with that agreement, including but not limited to deed preparation and closing costs.
   C. Dan Leno will open an escrow account at Ticor Title in St. Helens, Oregon, and shall be responsible for paying all escrow fees. Mr. Leno will deposit funds in said escrow that

are sufficient to complete the simultaneous closings required by this Agreement, together with all escrow fees, with said funds to be deposited on or before 4 p.m. on July 5th, 2016.

D. Dan Leno will sign and deliver to the County an indemnification agreement in substantially the same form as Exhibit C hereto on or before 4 p.m. on July 5th, 2016.

4. Condition of Property and Title.
   A. Buyer shall acquire the Property "AS IS" with all faults.
   B. Seller shall convey the Property without warranty through a quitclaim deed substantially the sale as Exhibit D (the Quitclaim Deed).
   C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
   D. The Quitclaim Deed will reserve to Seller:
      i. The mineral and associated rights specifically provided for in Exhibit D; and, if applicable
      ii. All rights to any County, public, forest C.C.C. roads.
   B. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

5. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date, unless otherwise specified or waived by Seller:
   A. Section 3 contingency requirements being fulfilled to Seller's complete satisfaction.
   B. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THIS AGREEMENT OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE DEED.

   These conditions are solely for Seller's benefit and may be waived only by Seller in its sole discretion.

5. Failure of Conditions at Closing. In the event that any of the conditions set forth in Section 4 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement, the escrow, if any, and the rights and obligations of the Buyer and the Seller shall terminate, in which case Buyer agrees to immediately remove all personal property from the Property within sixty (60) days of said termination; after which time it will be deemed abandoned and subject to removal by the Seller.

In the event of said termination, Buyer agreements provided for in Section 4.D. above shall survive termination.

6. Default; Remedies. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed.

7. Closing of Sale. Buyer and Seller intend to close the sale by Thursday, July 28, 2016, but no later than Thursday August 19, 2016, with the actual time and date of closing (the "Closing" or "Closing Date") to be set by Seller once Buyer has notified Seller that Buyer is prepared to close. The sale shall be "Closed" when the funds provided for in Section 4.B. are delivered to Seller, Financial Freedom (a division of CIT Bank, N.A.) and Wenda Hall and all deeds are recorded.
8. Closing Costs; Prorates. Reserved.

9. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 7 above. Buyer acknowledges that current use of the Property for personal property storage is not authorized by Seller and is done so at Buyer's risk and liability. Notwithstanding this acknowledgement, Buyer will maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and will not cause or permit any waste. Risk of loss or damage to the Property shall be Buyer's until Closing and Buyer's at and after Closing. Buyer acknowledges and agrees that Buyer is solely responsible for any violations of laws, codes, rules or regulations applicable to the Property. This paragraph shall survive Closing and shall not merge with the deed.

10. General Provisions.
    a. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or though mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.
    The notice addresses are as follows:

    FOR SELLER:
    Board of County Commissioners
    c/o Board Office Administrator
    230 Strand, Room 318
    St. Helens, OR 97051

    FOR BUYER:
    Wenda Hall
    18485 Johnson Road
    Clatskanie, OR 97016

    b. Assignment. Neither party may assign this Agreement.

    c. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature

whatsoever to enforce or interpret this Agreement, each Party shall be responsible for its own costs and expenses, including attorney's fees. This paragraph shall survive Closing and shall not merge with the deed.

e. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; Exhibit B, Draft Escrow Instructions; and Exhibit C, Dan Leno Indemnification; and D, Quitclaim Deed.

f. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.

   i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

   ii. All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

   iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.

   iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

g. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

h. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

i. No Third Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this

Agreement are not intended to benefit any person or entity not a signatory hereto.

j. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successor and assigns. Each party represents, covenants and warrants that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Each party covenants, represents and warrants that it has taken all steps necessary to bind themselves to this Agreement.

k. INTEGRATION, MODIFICATION, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.

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

TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:

WENDA HALL

Wenda Hall
[Signature]

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

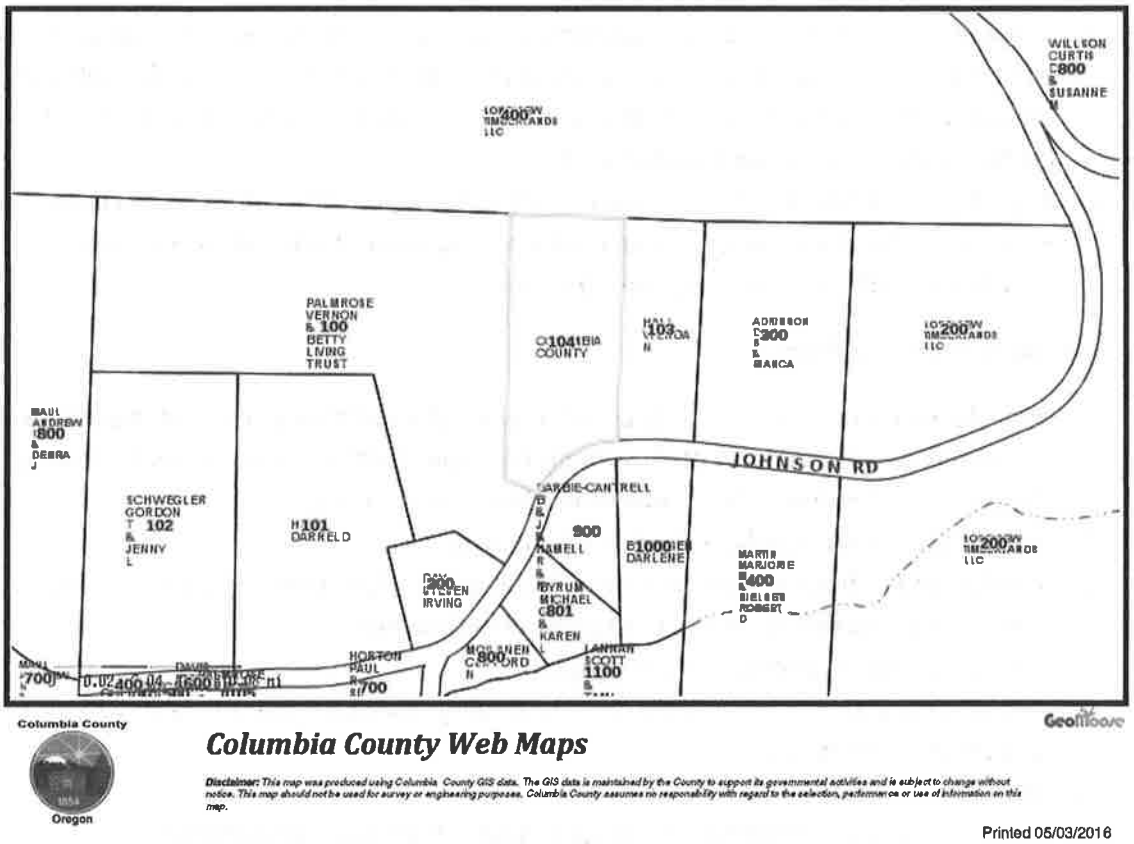
Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A

Map



Columbia County

Oregon

Columbia County Web Maps

Disclaimer: *This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.*

Printed 05/03/2016

EXHIBIT B

GENERAL ESCROW INSTRUCTIONS

To Be Deposited In Escrow:

1. *By County*: (i) Executed Order authorizing sale; (ii) a copy of the fully executed County/Hall purchase and sale agreement; (iii) the County to Hall quitclaim deed; (iv) the fully executed Dan Leno indemnification agreement; and (v) a final accounting of transaction costs owed to County ($2,000 or actual costs, whichever is less).
2. *By Dan Leno*: (i) a copy of the fully executed Hall/Leno purchase and sale agreement; (ii) the Hall to Dan Leno deed; (iii) funds in an amount that is sufficient to pay all costs provided for in the County/Hall and Hall/Leno purchase agreements.

Actions by Escrow Officer:

1. Provide the parties with a copy of a settlement statement that includes all deposits and disbursements associated with the County/Hall and Hall/Leno purchase and sale agreements.
2. Disburse $2,500.00 and the County transaction costs to the County;
3. Record the County quitclaim deed to Wenda Hall;
4. Confirm and disburse payoff amount to Financial Freedom (reverse mortgage company) and obtain written proof of reverse mortgage default remedy;
5. Record the Wenda Hall to Dan Leno deed;
6. Pay all remaining costs associated with the County/Hall and Hall/Leno conveyances, including escrow and recording fees;
7. Disburse remaining funds to Wenda Hall;
8. Deliver written proof of reverse mortgage default remedy to Wenda Hall;
9. Deliver the original recorded County-to-Hall quitclaim deed to Wenda Hall, with copy to the County; and
10. Deliver the original Hall-to-Leno deed to Dan Leno, with a copy to Wenda Hall.

Agreement Conflicts. In the event of a conflict between these instructions and the submitted purchase agreements, the escrow officer will request that the County, Wenda Hall and Dan Leno agree in writing to instruction revisions that may be necessary to complete the closing.

Failure to Close: In the event that the escrow officer cannot complete the actions provided for above, and the parties cannot remedy the matters resulting in this outcome by August 19, 2016, the escrow officer, unless agreed in writing otherwise, shall: (i) retain an amount equal to the escrow fees due under the failed closing; and (ii) return remaining deposited funds, along with submitted documents, to the parties that made the deposits and submittals.

GRANTOR'S NAME AND ADDRESS:
Board of County Commissioners
for Columbia County, Oregon

230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:
Wenda Hall
18485 Johnson Road
Clatskanie, OR 97016

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Wenda Hall, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 7N4W21BA00104 and Tax Account No. 26593, and more particularly described in Exhibit A, attached.

The true and actual consideration for this conveyance is $3,500.00.

This conveyance is subject to the following exceptions, reservations and conditions:

1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.

2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.

3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 41- 2016 adopted on the ____ day of _____, 2016, and filed in Commissioners Journal at Book ___, Page ___.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Office of County Counsel

STATE OF OREGON)
) ss.
County of Columbia)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by Anthony Hyde, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

_____
Notary Public for Oregon

EXHIBIT A
(to Quitclaim Deed)

Tax Account No. 26593
Tax Map ID No7N421BA00104

A tract of land being in the Northeast quarter of the Northwest quarter of Section 21, Township 7 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the North quarter comer of said Section 21; thence North 88°18'40" West a distance of 179.0 feet along the North line of said Northeast quarter of Northwest quarter to the true point of beginning, which true point of beginning is the Northwest corner of tract contracted to be sold by Frank C. Zerkel and Mildred E. Zerkel to Jerry D. Davis and Shirley Davis, husband and wife by Contract dated January 25, 1977 and recorded in Book 210, page 16, of Deed Records for Columbia County, Oregon; thence continuing North 88°18'40" West along said North line of Northeast quarter of Northwest quarter a distance of 251.41 feet to a point; thence South a distance of 586.08 feet to a point; thence South 65°49'30" East a distance of 89.01 feet, more or less, to the Northerly right of way line of a 20.0 foot wide public road established by Burton Bros, Engineer's Survey dated April 9, 1969 and revised June 2, 1969 to re-establish the location of the Northeast quarter corner of said Section 21; thence Northerly and Easterly along said North right of way line to the Southwest corner of said Jerry D. Davis tract described in Book 210, page 16 of said Deed Records, which point is South 2°49' West a distance of 498.08 feet, more or less, from the true point of beginning; thence North 2°49' East along the West line of said Davis tract a distance of 498.08 feet, more or less, to the true point of beginning. EXCEPT that portion lying in J.J. Johnson Road and J.J. Johnson Road Change P-182 as described in deed recorded July 13, 1931, in Book 53, page 210, Deed Records of Columbia County, Oregon.

DAN LENO INDEMNIFICATION

I HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COLUMBIA COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OR RELATING TO THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN COLUMBIA COUNTY AND WENDA HALL, DATED _____ __, 2016, OR THE PROPERTY THE AGREEMENT RELATES TO, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LIABILITIES, IF ANY, ARISING FROM THE PROPERTY.

THIS INDEMNIFICATION WILL SURVIVE THE CLOSING PROVIDED FOR IN THE _____ __, 2016 PURCHASE AND SALE AGREEMENT, AND SHALL NOT MERGE WITH THE DEED.

BY: _____ DATE: _____

DAN LENO

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Anthony Hyde, Chair

Approved as to form

By: _____

Office of County Counsel