

**CURRY COUNTY BOARD OF COMMISSIONERS****AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

**PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC\\_Office@CO.CURRY.OR.US](mailto:BOC_Office@CO.CURRY.OR.US)****AGENDA ITEM TITLE:** Work Session regarding Brookings Head Start CDBG Grant**AGENDA DATE<sup>a</sup>:** 08/09/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 1 hour<sup>a</sup>Submit by seven days prior to the next General Meeting ( eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 08/02/2017**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** This workshop is for public Board discussion of history, status and options of the Brookings Head Start project<sup>b</sup>Indicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)Memorandum with mulitple exhibits photos contracts

(2)

Are there originals in route (paper copies with pre-existing signatures) Yes ☐ No ☐**QUESTIONS:**1. Would this item be a departure from the Annual Budget if approved? Yes ☐ No ☒

(If Yes, brief detail)

2. Does this agenda item impact any other County department? Yes ☐ No ☒

(If Yes, brief detail)

3. If Land Transaction, filed with the clerk? Yes ☐ No ☐ N/A ☒**INSTRUCTIONS ONCE SIGNED:**☒ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**1. Confirmed Submitting Department's finance-related responses Yes ☐ No ☐

Comment:

2. Confirmed Submitting Department's personnel-related materials Yes ☐ No ☐ N/A ☒

Comment:

3. If job description, Salary Committee reviewed: Yes ☐ No ☐ N/A ☒4. If hire order requires an UA, is it approved? Yes ☐ No ☐ Pending ☐ N/A ☒**PART IV – COUNTY COUNSEL REVIEW****AGENDA ASSIGNMENT TYPE:** Presentations**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail) Decisions will be made at future board meeting

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐



## MEMORANDUM

FROM                John R. Hutt, Curry County Counsel

TO                    Board of Commissioners

RE:                  Brookings Head Start

DATE:                August 2, 2017

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### Summary

After its Executive Session of July 19, 2017, the Board directed staff to make public the July 19, 2017 Memorandum presented therein, and present that Memorandum with supporting documents for a work session to publicly review the history, progress, and possible future actions for the Brookings Head Start Community Development Block Grant (CDBG) project.

Exhibits accompanying this Memorandum are:

- 1) Memorandum dated July 13, 2017 from the July 19, 2017 Board Meeting marked confidential with confidentiality waived by Board describing status of project and options with risks and possible outcomes and with Photographs from Inspection Meeting.
- 2) Oregon Infrastructure Finance Authority (IFA) Grant for United States CDBG funds for the Brookings Head Start project with the explanation that if project is not completed, County could be responsible to refund monies to the state. The monies would be monies spent and unspent.
- 3) Agreement with CCD to administer the grant with a renewal through 2018.
- 4) Agreement with South Western Oregon Community College (SWOCC) and Oregon Coastal Community Action (ORCCA) for co-ownership of the building. This explains that County will purchase building with CDBG funds and transfer to ORCCA for Head Start use.

5) Agreement with replacement Architect

**NOTE:** The study session is not to discuss the agreement with the prior architect. That topic is still subject to executive session.

Discussion

The bulk of the discussion and options for the Board are explained in the Memorandum from July 19, 2017. This Memorandum supplements that information.

For the most part, the July 19, 2017 Memorandum presented several “unknowns” which presented risks going forward. Since that time, facts have been developed to address the unknowns, and reduce risks going forward with this project.

**Unknown #1: Building Condition – Answered by group inspection.**

This was a large unknown. The project is a 5000 square foot more-or-less remodel. The budget for the construction phase is close to \$1,000,000. That equals approximately \$200 per square foot. In the abstract, this should be sufficient; however, the age of the building caused us to question whether hidden adverse conditions would show up that could make a remodel cost-prohibitive.

On July 21, 2017, several persons met at the building for an inspection. Present were: Les Balsiger, Executive Dean, SWOCC Curry Campus; Court Boice, Curry County Commissioner; Stuart Woods, proposed replacement architect; Mike Lehman, ORCCA Director; Eric Hanson, County Facilities Director; and John Hutt, County Counsel.

The building exterior was examined. The roof, exterior paneling, windows and doors were in good condition. The grade was good and the foundation was good. There was little or no evidence of rot, water damage or leaks. It was discussed that the building would need to be made ADA compliant at entry and exit points.

The building interior was examined. Again, little or no evidence of rot was found around the windows. Eric Hanson examined the electrical systems and plumbing. Both were found to have been recently brought up to code. Eric Hanson inspected the attic and roof trusses. He found good insulation and no evidence of water damage. It was discussed that maintaining the existing roof would be desired in the remodel.

The results of the inspection were that the building remodel should be accomplished within budget. The County Facilities Director believes that the project is viable.

**Unknown #2: Acquisition Price – Pending Realtor Letter**

Another question was the acquisition of the budget for acquisition. An appraisal from 2012 indicated a building value of \$313,000, and that figure was included in the grant application and awarded as the budget for property acquisition.

However, we are in the process of obtaining a realtor letter to establish value as required in the Federal Uniform Relocation Act (URA) . The County needs to offer a market price. Usually market price is based on current appraisal, but that rule is relaxed when the acquiring government will not use the power of eminent domain. Because the property is owned by

SWOCC (not a private party) the County will not use its eminent domain power to obtain private property for public use. Therefore, the URA allows us to establish value by way of a Real Estate Broker's opinion letter. At the time of the last meeting, the broker had a range which was not allowed. We are in the process of obtaining a current letter. Once received, we will make an offer to SWOCC.

Our budget for acquisition is \$313,000. A question is whether the County will be forced to come up with a difference, (if indicated) based on the pending Broker Letter's results of fair market value. Based on the results of the inspection meeting, I am encouraged we could reach a deal without additional expense.

**Unknown #3: SWOCC participation given 5-year delay – answered by meeting with SWOCC**

At the meeting of July 21, 2017, Les Balsiger, Executive Dean for SWOCC Curry Campus attended. He explained that his superiors and contemporaries at SWOCC are in support of moving forward with this project, even though SWOCC has been approached by other parties expressing interest in acquiring the building for other purposes.

While no promises were made or received by any parties, assurances were made that SWOCC will work with Curry County during the purchase and sale process.

**CONCLUSION**

Based on the on-site inspection meeting, and as set forth above, the concerns identified in the July 19, 2017 memorandum have been addressed.

I recommend we proceed with the next steps (a) issuing a URA letter, (b) securing the services of the replacement architect, and (c) entering the agreement with ORCCA to contribute to the expenses of the replacement architect. After we have the architect plans, we would then solicit construction services per state and county procurement laws and rules.

John R. Hutt  
Curry County Counsel





## MEMORANDUM

FROM John R. Hutt, Curry County Counsel

TO Board of Commissioners

RE: Brookings Head Start -- CONFIDENTIAL

DATE: July 13, 2017

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### Summary

On July 19, 2017, the Board has several actions to consider with the Brookings Head Start project CDBG grant. Approving those actions will commit to spending approximately \$400,000 more of the grant funds. The project has been difficult and has experienced delays, and success is not guaranteed. If we do not complete the project, the County may be required to re-pay all grant monies expended.

### Background

The grant was awarded in June of 2015 and had a completion date of 36 months so the project must be complete by June of 2018. It is likely that we will receive a 6-month extension of time to complete the project.

The steps for the project were: architect, environmental, acquisition, permitting, construction, and others. We have done some architect, but need more; we have done some environmental, but need more. We have not acquired the property. We have not procured construction contracting. We have less than a year to complete the approximately \$1,000,000 remodel. Obtaining a six-month extension of time is usual, and I anticipate we would receive an additional six months to complete the project.

### Contracts

The grant itself is a contract, and the activities under the grant require us to enter several other contracts for the steps listed above.

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a. The Grant

We currently have a contract with the Granting agency, the Oregon Infrastructure Finance Authority (State) who administers the federal Community Development Block Grant (CDBG) funds. That is the contract that allows the State to require us to complete the project or pay back the funds spent on the unsuccessful project. The Grant terms explain:

IFA may impose sanctions on Recipient for failure to comply with the provisions of the Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, required return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

This remedy is expressed in terms that are permissible, not mandatory, but we have heard this is a possibility if we fail to perform.

b. CCD Administration

We have a contract with CCD to administer the grant. That contract is on-going. CCD is doing the environmental analysis. We believe the building was remediated for asbestos before SWOCC leased it to ORCCA, but we may discover something during construction. Environmental work will need to be complete before we can acquire the building.

c. Architect

We had a contract with Lon Samuels to perform the architectural work but we terminated that contract. There may be legal repercussions from that termination. Lon Samuels has been sending us letters demanding payment for work performed. Lon Samuels was paid considerable grant monies for work he did, but we have declined to pay for all of it, because the work done was outside the scope of his contract. We may seek re-payment from him for the funds we issued to him.

We are in the process of obtaining additional architectural work from another architect. Architectural work could take three months to get construction drawings. The amount is \$80,000 which is over the \$39,514 left in our architect line item. ORCCA has committed to pay the first \$20,000 and last \$20,000 on the replacement architect work.

d. Oregon Coast Community Action (ORCCA)

We have a contract with ORCCA. Ultimately, the purpose of the grant is for the County to acquire the property, rehabilitate it, and transfer it to ORCCA so it can run the Head Start program in Brookings. That relationship is described in a co-ownership agreement that was established so the grant could be applied-for by the county, as ORCCA itself did not qualify to apply for such a grant. ORCCA currently leases the building from SWOCC for Head Start. By our co-ownership agreement with ORCCA, we commit to do the grant work and deliver the completed building to ORCCA. They will then be required to comply with grant terms.

e. Acquisition SWOCC

We will need a contract with SWOCC to actually purchase the property. The Uniform Relocation Act (URA) initial offering letter is the first step. There are several steps before we acquire title. This could take three months. The budget in the grant is \$313,000 to acquire the

property. That was several years ago. We recently obtained a real estate broker opinion of value letter explaining the property is worth approximately \$315,000 to \$330,000.

There is no money in the grant to move from one budget category to the next, therefore, we and/or ORCCA would have to come up with the difference. The (URA) allows a property owner to donate their property to the acquiring agency (us). I asked the grant administrators at the state if SWOCC could donate to us only the value of the building over our budget. They had never considered that and did not have an answer. I have inquired internally whether any of the AllCare grant money could be contributed to this project.

#### f. Construction

We will need a contract with a construction contractor once the architectural drawings are ready for bid. That will be after a public procurement process. That could take a month or more. After that construction would commence. There is also a question of whether construction bids will come in over our grant line item budget. The project is 5075 square feet, and we have a construction line item of \$1,020,000. That is about \$200 per square foot. It seems reasonable. Construction could take six months or more. Once construction is completed, it is anticipated we will be finished with this project.

#### Conclusion

We have several more tasks to do before our work on this grant is complete. Those tasks will take time, and at least one item is coming in over budget. There is a risk we will not complete the project and therefore have to reimburse the money to the State. The further we proceed, the more we would have to re-pay if unsuccessful.

My sense is that we have the ability to successfully complete the project. Our current arrangements allow the project to be completed with at this point \$17,000 additional expense to the County for property acquisition. This is subject to change if new information is discovered.

There is a risk going forward that it would not be completed in time, but we are likely to receive an extension. If we are not successful, there is a risk we would be required to re-pay to the State funds that have been expended to third parties.

If we terminated the grant now, the current amount spent is \$116,000. That is more than the additional \$17,000 we would have to come up with for acquisition.

If we terminate the grant, we could be liable to ORCCA for breach of our co-ownership agreement to an unknown degree. They may be able to sue us for specific performance requiring us to stay in the CDBG grant.

If we terminate the grant, we could be liable to CCD under the grant administration agreement.

John R. Hutt  
Curry County Counsel

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STATE OF OREGON  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT CONTRACT

"Brookings Head Start"

This Contract, number C14014, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority ("IFA"), and Curry County, Oregon ("Recipient").

The parties agree as follows:

**SECTION 1: CONTRACT**

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient's Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by IFA (the "Project"), attached as Exhibit E; and
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient's application dated 29 September 2014 ("Application").

**SECTION 2: GRANT**

In reliance upon Recipient's Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, IFA agrees to provide Recipient funds in the amount of **\$1,640,163.23**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds is also limited to the approved Project budget in Exhibit D and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, IFA shall disburse the grant funds to Recipient on an expense reimbursement basis after IFA's receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by IFA.

**SECTION 3: FURTHER AUTHORIZATION**

In addition to the requirement in Section 2 for Recipient to obtain IFA's approval for its disbursement request which shall be on the form provided by IFA, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of IFA, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

#### SECTION 4: PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 36 months** from the Effective Date ("Project Completion Date"). This Contract shall become effective on the date ("Effective Date") this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the project completion report on a form provided by IFA), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

#### SECTION 5: RECIPIENT'S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the 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 related 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 or require 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 Section 3 covered construction projects receiving more than \$200,000 under this Contract.
  - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
  - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
  - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
  - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
  - (9) 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)
  - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
  - (11) 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 the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
  - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
  - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
  - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
  - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
  - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
  - (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
  - (18) Special program and grant administration requirements imposed by IFA related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and IFA's 2014 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
  - (19) 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 Date. 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.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers who under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

#### SECTION 6: OTHER COVENANTS OF RECIPIENT

A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

- (X) (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))
- ( ) (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))
- ( ) (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

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 CDBG activities assisted by the grant made pursuant to this Contract or 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, shall have any interest, 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.

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.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the 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.

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

E. 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. Recipient acknowledges and agrees that 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 shall have access to all 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. 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, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget ("OMB") Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) 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.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  - (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
  - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. 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) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, 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. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 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).
- J. 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.
- K. Recipient shall execute, and shall cause 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.



- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to IFA documentation of Recipient's efforts and results in meeting the performance measures contained in IFA's 2014 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by IFA when awarding future grants.

#### SECTION 7: DETERMINATION

IFA has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

#### SECTION 8: TERMINATION

- A. IFA reserves the right to terminate this Contract immediately upon notice to Recipient:
- (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
  - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
  - (3) if IFA, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
  - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.
- B. IFA may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

#### SECTION 9: MISCELLANEOUS

- A. IFA's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that IFA may reasonably require.
- B. 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.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to IFA or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against IFA, such facsimile

transmission must be confirmed by telephone notice to the IFA/Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.

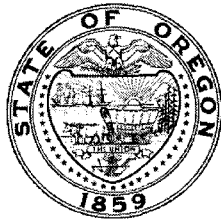
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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 Section 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 Section 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.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of IFA to enforce any provision of this Contract shall not constitute a waiver by IFA of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

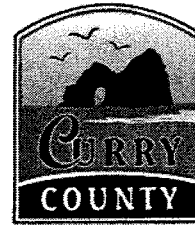


STATE OF OREGON

acting by and through its

Oregon Infrastructure Finance Authority

775 Summer Street NE, Suite 200  
Salem, OR 97301-1280  
Phone 503-986-0096



CURRY COUNTY

94235 Moore Street, Suite 122  
Gold Beach, OR 97444  
Phone 541-247-3296

By: Robert Layton FOR:  
Paulina Layton, Manager  
Program Services Division

By: Susan Brown  
The Honorable Susan Brown, Chair

Date: 6/9/15

Date: February 4, 2014

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

/s/Lynn T. Nagasako as per email dated 14 January 2015

Lynn T. Nagasako, Sr. Assistant Attorney General

Exhibit A: Special Conditions of Award  
Exhibit B: Certification of Compliance  
Exhibit C: Certification Regarding Lobbying  
Exhibit D: Project Budget  
Exhibit E: Project Description

**EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT**

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, IFA will not disburse CDBG funds until Recipient provides IFA with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by IFA at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by IFA.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to IFA:
  - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
  - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
6. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to IFA:
  - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
  - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
  - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by IFA.
7. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by IFA of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 8.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to IFA.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to IFA that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
- a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
  - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
  - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
  - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.
11. Special Condition for this Project:

The Recipient must submit a grant administration plan to IFA with its return of the Contract to IFA. IFA's obligations are conditioned upon approval of such a plan, and Recipient may not conduct Project activities unless IFA has approved such plan.

**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 the 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. the 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; and
6. the 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 their terms.

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

1. 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;
2. 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;
3. 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;
4. 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;

5. 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;
6. 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;
7. 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 from Recipient's application to IFA to activities; and
8. 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 represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. 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 (2003); and
4. 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.

Curry County

Signed



Title

Chair, Curry County

Date

February 4, 2015



**EXHIBIT C: CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)**

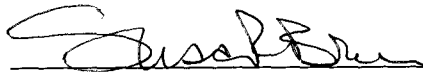
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 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 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.

Curry County

Signed



Title

Chair, Curry County

Date

February 4, 2015

## Exhibit D: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Land Acquisition	\$313,000	
Architectural	133,440	
Construction	1,020,000.23	
Construction Contingencies	93,000	
Labor Standards / Environmental Review	30,000	
Grant Administration	25,000	
Legal / Permits	21,723	
Construction Inspections	4,000	
BOLI Fee		1,000
Total	\$1,640,163.23	\$1,000

### **EXHIBIT E: PROJECT DESCRIPTION**

The Recipient shall purchase the existing 5,095-square-foot building located at 420 Alder Street in Brookings, Oregon, and remodel and renovate the facility to better serve additional children annually. The Project may include, but is not limited to:

- Adding natural light
- Climate control
- Well designed spaces that support exploration and learning
- An updated kitchen to support healthy meal preparation
- Electrical work
- A planned playground

**CONTRACT BETWEEN CURRY COUNTY AND CCD BUSINESS DEVELOPMENT CORPORATION FOR  
GRANT ADMINISTRATION FOR THE PURCHASE AND RENOVATION OF THE BROOKINGS, OREGON  
HEAD START FACILITIES PROJECT**

This Contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CCD Business Development Corporation, hereinafter called "Contractor". County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (attachment "Exhibit 5E") for non-construction contract agreements, as follows:

RECITALS:

- A. County is in need of grant administrative services for the purchase and renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Contractor is willing to provide the above-referenced services under the terms and conditions outlined in this Contract.

1. TERM OF AGREEMENT

This Contract shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude on October 31, 2016, or when all obligations under this contract have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

2. SERVICES TO BE PROVIDED

Contractor shall complete the following tasks for the Purchase and Renovation of the Brookings, Head Start Facilities Project:

- A. Work with the Project Manager to ensure First Draw requirements are prepared in a timely fashion and consistent with guidelines.
- B. Review all requests for payment from Project Manager to ensure conformity to contracts and agreements.
- C. Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate.
- D. Prepare and maintain appropriate records of all financial transactions.
- E. Prepare and submit for County review and approval, requests for disbursement of grant funds.
- F. Prepare and submit for County review and approval, financial and other periodic or special reports required by the funding agency.

- G. Prepare necessary project completion and/or close-out reports.
- H. Labor Standards- Ensure that required Davis Bacon/BOLI wages are paid to all contractor/subs: collect and check Certified Payroll Reports and required forms; keep all records, which will be turned over to the County upon project completion; attend necessary meetings and explain labor standards to Contractors; perform required worker's interviews; ensure that corrective action is taken for any non-compliance with federal labor standards provision.
- I. Environmental Review Report- Ensure that a CDBG Environmental Review Record is assembled, and approved by State.

#### PAYMENT

County shall pay Contractor, for services rendered, at the rate and in the amounts as outlined in the attached Exhibit "A" that has been incorporated by reference. The total not to exceed amount in this contract is \$55,000, including reimbursable expenses. Contractor may bill County for services rendered no more frequently than once every two weeks. Payment is due within ten days after the funds are received from Business Oregon Infrastructure Finance Authority.

#### 3. PROFESSIONAL STANDARDS

Contractor represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

#### 4. TERMINATION

This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Contract is so terminated, the Contractor shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.

#### 5. OWNERSHIP OF DOCUMENTS

All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

#### 6. INSURANCE

The Contractor shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract.

*In furtherance of the foregoing, Contractor, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Contractor shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.*

- a. Automobile liability insurance in limits not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this Contract.

8. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Contract without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

9. STATUS OF CONTRACTOR

Contractor is an independent Contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this Contract. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Contractor shall have control of the work and manner in which it is performed. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Contractor including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Contractor shall be responsible for any Federal or State taxes applicable to amounts paid under this Contract.

10. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.

11. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify the Contractor or its assignee of such occurrence and

this Contract shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

12. COMPLIANCE WITH LAWS

This Contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

13. WAIVER

No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

14. SEVERABILITY

If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract.

15. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Julie Schmelzer  
Curry County Director of Administration  
94235 Moore Street, Suite 122  
Gold Beach, OR 97444

Contractor: Tracy Loomis  
CCD Business Development Corporation  
522 SE Washington Ave., Suite 111A  
Roseburg, OR 97470

The County and the Contractor mutually agree that this Contract and the Exhibit A and Exhibit 5E attached hereto represent the entire Contract between the County and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CONTRACTOR



Eileen Ophus, Executive Director, CEO  
CCD Business Development Corporation

10.21.15

Date

## EXHIBIT A

### Schedule of Payments

Contractor will invoice, following the schedules outlined below. Contractor will submit invoices to County with detail that supports the payment due to Contractor. Contractor will bill at an hourly basis, \$100 per hour, according to the following:

**ENVIRONMENTAL REVIEW RECORD (ERR):** Administrative compensation due to CCD for the compilation of a CDBG Environmental Review Record shall not exceed **\$15,000.00**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
ERR	To be Invoiced monthly, Until completion of ERR

**GRANT ADMINISTRATION:** Administrative compensation due to CCD for grant administration duties shall not exceed **\$25,000**. Contractor will invoice County per the schedule that follows.

**LABOR STANDARDS:** Administrative compensation due to CCD for conducting labor standards shall not exceed **\$15,000**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
Grant Admin/Labor Standards	First Draw of Project
Grant Admin/Labor Standards	\$ 250,000
Grant Admin/Labor Standards	\$ 500,000
Grant Admin/Labor Standards	\$ 750,000
Grant Admin/Labor Standards	\$1,000,000
Grant Admin/Labor Standards	\$1,250,000
Grant Admin/Labor Standards	\$1,500,000
Grant Admin/Labor Standards	\$1,750,000
Grant Admin/Labor Standards	\$2,000,000
Grant Admin/Labor Standards	Final Draw



**Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts**

Oregon Community Development Block Grant  
Required Federal Contract Clauses  
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds** \$100,000

1. Source of Funds

“Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are 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 an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. 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”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 and the funded activity leads to construction i.e. engineering, program management, etc.)

- 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

**Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts**

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.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

**CERTIFICATION REGARDING LOBBYING**

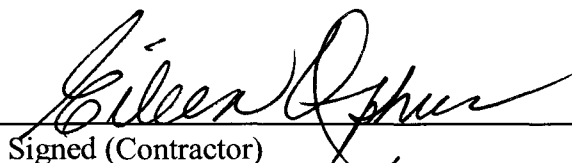
The undersigned certifies, to the best of his or her knowledge and belief, that:

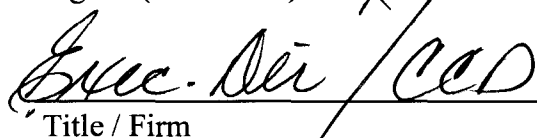
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

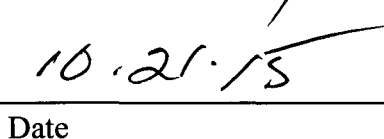
**Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts**

- C. 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 recipients 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 (Contractor)

  
Title / Firm

  
Date

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

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 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.

[illegible]

**Grant Management Handbook (2013)**

**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.

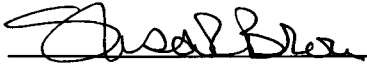
**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**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.

COUNTY

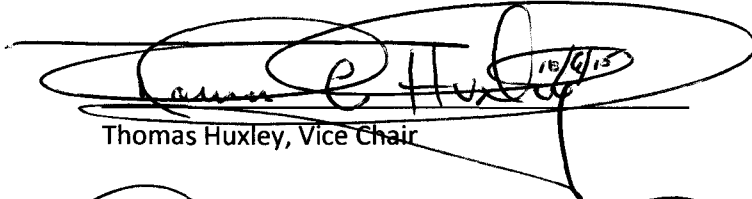
BOARD OF CURRY COUNTY COMMISSIONERS



Susan Brown, Chair

10-6-15

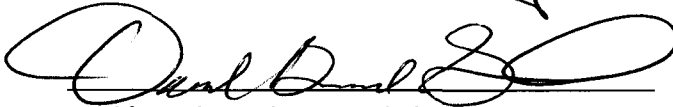
Date



Thomas Huxley, Vice Chair

10/6/15

Date

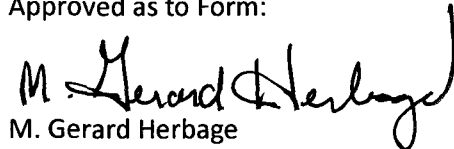


David Brock Smith, Commissioner

10/6/15

Date

Approved as to Form:



M. Gerard Herbage

Curry County Legal Counsel


**CONTRACT AMENDMENT NO. 1**  
**BETWEEN CURRY COUNTY AND CCD BUSINESS**  
**DEVELOPMENT CORPORATION FOR GRANT**  
**ADMINISTRATION FOR THE PURCHASE AND RENOVATION**  
**OF THE BROOKINGS, OREGON HEAD START FACILITIES**  
**PROJECT.**

**THIS CONTRACT AMENDMENT** is to change the original Agreement (dated 10-13-2015) between Curry County, an Oregon County (**the County**), and CCD Business Development Corporation (**the Contractor**). The original agreement is for administrative services for the renovation of an existing building suitable for a Head Start facility.

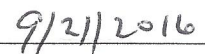
**THIS CONTRACT AMENDMENT** extends the period of the original Contract to read: The Contract shall conclude on June 9, 2018, or when all obligations under this contact have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed:

  
\_\_\_\_\_  
CCD, Executive Director/CEO – Eileen Ophus

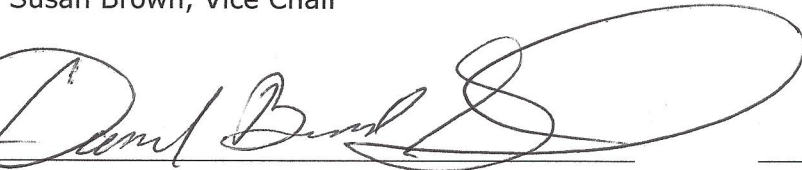
  
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Date

  
\_\_\_\_\_  
Thomas Huxley, Chair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan Brown, Vice Chair

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Brock Smith, Commissioner

  
\_\_\_\_\_  
Date



**CO-OWNERSHIP AGREEMENT**  
**Brookings Head Start/Early Head Start Center**

This Co-Ownership Agreement ("**Agreement**") is between Oregon Coast Community Action, an Oregon nonprofit corporation ("**ORCCA**") and Curry County, a political subdivision of the State of Oregon ("**County**"), collectively the **Co-Owners** and is effective upon the date last set forth below.

**RECITALS**

- A. ORCCA leases the land located at 420 Alder Street in Brookings, Oregon from Southwestern Oregon Community College, a copy of said Lease is attached hereto as Exhibit "A", as more particularly described as Assessors Maps 41-13-05 CB, Tax Lot 9700 and 9901, Curry County records.
- B. Southwestern Oregon Community College desires to sell and convey said property to ORCCA for the purposes set forth herein.
- C. ORCCA wishes to acquire ownership of the land then develop, renovate, and operate a Head Start/Early Head Start Center (the "**Project**") on the Land. County applied for \$1,838,000 in Community Development Block Grant (CDBG) funds from the Oregon Business Development Department's Infrastructure Finance Authority ("**the State of Oregon**").
- D. The State of Oregon awarded \$1,640,163.23 of CDBG funding to the County to purchase and renovate Head Start/Early Head Start Center under Project No. C14014 (the "**Grant**") and requires the County to own the Project through construction completion and administrative closeout of the grant.
- E. In order to comply with the Grant and in recognition of ORCCA's interest in the Project, the County and ORCCA wish to jointly acquire title to the property and hold joint title to the Project during the period of construction as co-owners (the "**Co-Owners**"). During the term of this Agreement, the County will have final authority over all Project matters and be the owner of all contracts and agreements funded in whole or in part with CDBG funds.
- F. The County will procure, manage, fully control, and have final authority over the construction of all fixtures and improvements constituting and necessary for the Project on the Land, which fixtures and improvements are hereinafter referred to as the "**Property**". ORCCA has agreed to fund all costs of the construction of the Property not paid by the Grant as well as all other costs of the Project..
- G. The County and ORCCA wish and by this Agreement agree to hold title to the Property as tenants in common under Oregon law.
- H. The Co-Owners intend to be mere co-owners of the Property during the period of construction of the Property through closeout of the Grant, and do not intend to create a partnership or other business entity with respect to the Property during that period or thereafter. The Co-Owners intend that upon completion of construction and

administrative closeout of the Grant: 1) the County shall convey its interest in the Property to ORCCA by a deed securing ORCCA's compliance with the conditions of the Grant and a bill of sale, 2) ORCCA shall thereafter operate the Property in compliance with the Grant for the benefit of people of Curry County utilizing Head and Early Head Start programs, securing performance under the terms of the "Grant" for the five (5) year time period of the CSBG requirements with a performance lien to the County .

## **AGREEMENT**

### **SECTION 1 CO-OWNERSHIP and MANAGEMENT**

- 1.1 Co-Ownership Information.** Each of the co-owners shall have a 50% interest in the co-tenancy. "Co-Ownership" means the tenancy in common relationship among the Co-Owners with respect to the Property, subject to the terms and conditions of this Agreement.
- 1.2 Manager.** County shall be the Manager of the Property.

### **SECTION 2 TENANCY IN COMMON OWNERSHIP**

- 2.1 Tenancy in Common Ownership.** Each Co-Owner owns individually a physically undivided share of the Property. Each Co-Owner is entitled to share with the other Co-Owner the possession of the whole and has the associated rights, subject to the terms and conditions of this Agreement.
- 2.2 No Treatment of Co-Ownership as an Entity.** The Co-Ownership may not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Co-Owners as partners, shareholders, or members of a business entity, or otherwise hold itself out as a partnership or other form of business entity. The Co-Owners may not hold themselves out as partners, shareholders, or members of a business entity.
- 2.3 No Business Activities.**
- (a) The activities of the Co-Owners, their agents, and employees, will be limited to those customarily performed in connection with the construction of the Property, whether or not the activities are performed by the Co-Owners in their capacity as Co-Owners.
  - (b) For purposes of Section 2.3(a), customary activities include but are not limited to the construction of the Property, the payment of insurance premiums payable with respect to the Property, and the performance of obligations of the Co-Ownership under this agreement.

### **SECTION 3 MANAGEMENT of the PROPERTY; DUTIES OF CO-OWNERS**

- 3.1 Duties of Manager.** The Manager shall oversee the day-to-day operations of the Property as provided below.

- (a) the Manager will have the authority and will perform the duties set forth in this Agreement or, to the extent consistent with this Agreement, the duties prescribed by the Co-Owners;
- (b) the Manager will have full control and final authority over the Property during the term of this Agreement and will:
  - (1) procure and enter into a contract with the architect ("Architectural Services Contract") for administration of the solicitation process for Property construction and oversight of the chosen contactor during construction;
  - (2) procure and enter into a contract with a grant administrator ("Grant Administration Contract") for the administration of the Grant and labor standards compliance;
  - (3) procure a contractor to construct the Property, manage and oversee the construction according to the contract for construction entered into by the County ("Construction Contract");
  - (4) obtain and maintain insurance on the Property to the extent it is not provided by another party;
  - (5) prepare minutes of the Co-Owners' meetings and authenticate records of the Co-Ownership; and
  - (6) keep and maintain the records of the Co-Ownership;
  - (7) ensure that the Construction Contract names ORCCA as an Owner for the limited purpose of establishing ORCCA's real property interest in the Property during the term of this Agreement and to require the Contractor and any Subcontractor indemnify ORCCA with the same indemnification they provide the County and name ORCCA along with the County as an additional insured party on the Contractor's insurance certificates and accompanying endorsements. The Contractor shall look only to the County to perform the duties and obligations of the Owner under the Construction Contract. Except for the purposes stated above, County is the only entity entitled to exercise the rights of the Owner under the Construction Contract, ORCCA is not entitled to notice under the Construction Contract, and ORCCA has authorized the County by this Agreement to exercise all of the rights of the Owner;
  - (8) work with ORCCA to prepare and execute documents terminating this Agreement upon completion of construction and administrative closeout of the Grant.
- (c) the Manager may negotiate and execute on behalf of the Co-Owners the Construction Contract and any later modifications of the same, after consultation with the Co-Owners including a reasonable opportunity to review the terms of the Construction Contract and any later modification subject to the

limitations that the Manager obtain Co-Owners' consent to any modification that increases the time for completion of construction of the Property or that increases the total budget for the Property of \$1.4 million. Such consent shall not be unreasonably withheld and in no way shall impair the County's final authority over all project matters during the term of this Agreement.

- (d) the Manager will discharge the Manager's duties:
  - (1) in good faith;
  - (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
  - (3) in a manner the Manager reasonably believes to be in the best interests of the Co-Owners; and
- (e) the Manager will serve without fee.

**3.2 Duties of Non-Manager Co-Owner. ORCCA will:**

- (a) diligently pay utilities, taxes, and insurance due and owing for the Property;
- (b) deposit with the Manager all match funds for the construction of the Property; with the exception of funds being withheld by a grantor or lender until specific disbursement levels or specific conditions are reached, and thereafter promptly deposit with the Manager those funds released upon the fulfillment of any condition or the reaching of a specific disbursement level;

**3.3 Actions Requiring Unanimous Approval of Co-Owners.** The following actions on behalf of the Co-Ownership require the unanimous approval of the Co-Owners:

- (a) any sale, lease, or re-lease of a portion or all of the Property or entering into a contract by the Co-Ownership;
- (b) any negotiation or renegotiation of indebtedness secured by a lien on the Property;
- (c) the hiring or appointment of any Manager;
- (d) the negotiation of any management contract with respect to the Property, or any extension or renewal of such contract;
- (e) the amendment of this Agreement; and
- (f) a transaction involving an actual or a potential conflict of interest between a Co-Owner and the Co-Ownership.

**3.4 Action Without a Meeting.**

- (a) Action requiring the consent of Co-Owners may be taken without a meeting.

- (b) The action taken must be evidenced by one or more written consents describing the action taken, signed by the Co-Owners, and delivered to the Manager for filing with the Co-Ownership records.

## **SECTION 4 INDEMNIFICATION and FINANCIAL MATTERS**

- 4.1 Indemnification.** To the fullest extent permitted by Oregon law, the County shall indemnify, hold harmless, reimburse and defend ORCCA and its, officers, directors, agents and employees and the successors in interest of the foregoing ("indemnitees"), from, for and against liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, the Grant, the Architectural Services Contract, Grant Administration Contract, the Construction Contract, any subcontracts under the Construction Contract, or other agreement(s) related to construction of the Property to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property ("claim") and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of the County, the architect or construction contractor for the Project, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or by failure of such person or entity to perform as required by its agreement with the County. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

To the fullest extent permitted by Oregon law, ORCCA shall indemnify, hold harmless, reimburse and defend the County and its commissioners, agents and employees and the successors in interest of the foregoing ("indemnitees"), from, for and against all liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, or other agreement(s) related to construction of the Project to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property ("claim") and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of ORCCA, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or by failure of such person or entity to perform as required by its agreement with ORCCA. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

- 4.2 Contribution for Expenses.** The County shall contribute the CDBG funds in the amount of \$1,640,163.23 toward the cost of construction of the Property, less such funds that have been or will be paid for grant administration. However, County shall not be required to advance any of the money, but rather shall pay such funds within 30 days of County's receipt of the money from the State of Oregon. County's contribution under this Subsection 4.2 is contingent on ORCCA complying with all requirements of the CDBG grant and timely furnishing all documentation to the

County that the County or the State of Oregon may require. All other funds required to meet the expenses of the construction and operation of the Property including but not limited to taxes, utilities, and insurance premiums shall be contributed by ORCCA. ORCCA shall indemnify and hold the County harmless from all expenses associated with the Property including any and all obligations to third party lenders or grantors providing any funding for the Property. As Manager of the property during the term of Construction, County will ensure the construction contract contains a not to exceed amount of the total budget for the Property of \$1,640,163.23 less the cost of grant administration and architectural services. As ORCCA is responsible for all financial obligations above and beyond the \$1,640,163.23 contribution by the County; notwithstanding Section 3.1(d) the Co-Owners must consent to any increase in the not to exceed amount.

- 4.3 Compliance with CDBG Grant.** The County shall fully comply with all provisions of the Grant Contract between the County and the State of Oregon, provided that ORCCA complies with all requirements of the CDBG grant and timely furnishes all documentation to the County that the County or the State of Oregon may require.

## **SECTION 5 RECORDS**

### **5.1 Records.**

- (a) The Manager will keep at its principal office the following:
  - (1) all records required to be established by this Agreement; and
  - (2) a copy of this Agreement and all amendments to this Agreement.
- (b) Any Co-Ownership records are subject to inspection and copying at the reasonable request, and at the expense, of any Co-Owner during ordinary business hours.

## **SECTION 6 TRANSFER PROVISIONS**

### **6.1 Transfer to ORCCA**

- (a) The Co-Ownership shall continue during the construction of the Property.
- (b) Within thirty (30) days following receipt of the Project Administrative Closeout letter from the State of Oregon, as defined in the grant contract and as determined by the State of Oregon, the County will sign and deliver to ORCCA a Bargain and Sale Deed and a Bill of Sale, in form and substance reasonably satisfactory to ORCCA, transferring its interest in the Property to ORCCA. The County and ORCCA will sign and deliver all other documents and take or cause to be taken all other acts that they deem necessary or appropriate to effect and carry out the transfer.
- (c) As sole consideration for the transfer, the Deed and the Bill of Sale shall contain a restriction substantially as follows:

"It is understood and agreed that this conveyance is made and accepted, and the realty and personal property is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty and personal property must continue to be used for activities primarily benefiting low- and moderate-income persons, or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301-5321 (1994), for a minimum of five (5) years from the date of this document. Any change of use from the approved project description must follow the change of us requirements."

- 6.2 Restrictions on Alienation.** No Co-Owner has the right to transfer, partition, or encumber the Co-Owner's undivided interest in the Property without the agreement or approval of the other Co-Owner.

## **SECTION 7 TERMINATION**

This Agreement will terminate with respect to all parties upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) at such time as one Co-Owner owns all interests in the Property.

## **SECTION 8 EQUITABLE RELIEF**

The parties acknowledge that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

## **SECTION 9 GENERAL**

- 9.1 Conflict with Laws.** Any provision of this Agreement that reasonably could be deemed to create an obligation of the County that violates Oregon public contracting laws, County ordinances, and Oregon state law, including but not limited to the Oregon constitution's provisions concerning county debt limitations and the lending of credit by a county, and the Oregon Budget Law, is void.
- 9.2 No Assignment.** No party may assign or delegate any of the party's rights or obligations under this Agreement to any person unless the assignment or delegation is expressly permitted by this Agreement.
- 9.3 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 9.4 Notices.** All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;
- (b) must be delivered to the parties at the addresses set forth below the signature of the party or any other address that a party may designate by notice to the other party; and
- (c) are considered delivered:
  - (1) upon actual receipt, if delivered personally or by fax or an overnight delivery service; or
  - (2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.



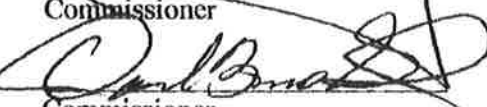
- 9.5 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 9.6 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 9.7 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 9.8 No Third-Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.
- 9.9 Termination.** The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.
- 9.10 Survival.** All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.
- 9.11 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 9.12 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 9.13 Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 9.14 Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Curry County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Curry County, Oregon.



**9.15 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

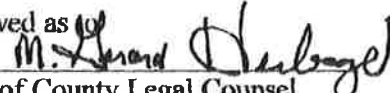
**Signatures.** This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an

BOARD OF COMMISSIONERS  
CURRY COUNTY, OREGON


  
Chair  
  
Commissioner  
  
Commissioner

6.3.2015  
Date

Address:  
94235 Moore Street, Suite 122  
Gold Beach, Oregon 97444

Reviewed as to  
Form:   
Office of County Legal Counsel  
6/1/15  
Date

OREGON COAST COMMUNITY ACTION, an  
nonprofit corporation

  
Signature  
Executive Director  
Title  
5-25-15  
Date

Address:  
1855 Thomas  
Coos Bay, Oregon 97420

## LEASE

AUG 06 2014

Date: July 22, 2014

Between: Southwestern Oregon Community College ("Landlord")  
1988 Newmark Ave.  
Coos Bay OR 97420

And: Oregon Coast Community Action ("Tenant")  
1855 Thomas  
Coos Bay OR 97420

Mailing address: PO Box 899  
Coos Bay OR 97420

Landlord leases to Tenant and Tenant leases from Landlord the Brookings Building, located at 420 Alder Street, Brookings, Oregon (the Premises), on the terms and conditions stated below:

**Section 1: Term.** The term of this lease shall commence July 1, 2014 and continue through June 30, 2015 on a month-to-month basis unless either party terminates the lease by written notice to the other party not later than 30 days or a mutually agreeable date.

**Section 2: Renewal Option:** None

**Section 3: Rent.** For the period from July 1, 2014 through June 30, 2015, Tenant shall pay to Landlord as rent the sum of \$14,400.00 per year payable in equal monthly installments of \$1,200.00. Rent is due on the 15<sup>th</sup> day of each month.

**Section 4: Use of the Premises.** The Premises shall be used to house the Tenant's administrative offices and the Curry South Coast Head Start Preschool and for no other purpose, without the consent of Landlord, which shall not be withheld unreasonably. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use;
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless the Tenant pays the additional cost of the insurance;
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring Premises or that would tend to create a nuisance or damage the reputation of the Premises;

Ex "A"

- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord;
- (5) Refrain from making any marks or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord; provided that the Tenant may place signage on the Premises, stating the Tenant's name and indicating the services to be provided;
- (6) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the activity specified in Section 4.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

## **Section 5: Repairs and Maintenance**

**5.1: Landlord's Obligations.** The following shall be the responsibility of the Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation;
- (2) Repair of sidewalks, driveways, curbs, parking areas;
- (3) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises;
- (4) Repair of the heating, electrical, air conditioning and other mechanical systems other than ordinary maintenance;
- (5) The interior walls, ceilings, doors, windows and related hardware, light fixtures, switches and wiring, plumbing and heating system from the point of entry to the premises shall be in good working order and condition at the time the Tenant takes possession of the premises; provided, however, that Tenant shall be responsible for painting interior walls and ceilings and restaining any woodwork.

**5.2: Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Ordinary maintenance of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry of the Premises.
- (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 5.1.
- (3) Ordinary maintenance of heating, electrical, air conditioning and other mechanical systems and any repairs necessary because of improper maintenance.
- (4) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4(1).
- (5) Ordinary maintenance of the landscaping and grounds of the Premises.

**5.3: Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirements of this provision.

**5.4: Reimbursement for Repairs Assumed.** If either party fails or refuses to make repairs that are required by this Section 5, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the then current legal rate from the date of expenditure by Landlord. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due, or at Tenant's election, collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless, at least thirty (30) days before work is commenced, the defaulting party is given notice, in writing, outlining with reasonable particularity the repairs required, and the party's intent to make such repairs.

**5.5: Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required; provided that the Tenant need not provide written notice where the Landlord has obtained actual knowledge of the need of repair during an inspection of the Premises.

## **Section 6: Alterations.**

**6.1:** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which shall not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "improvements and alterations" includes the installation of computer and

telecommunications wiring and any fixtures installed to meet the Tenant's performance standards. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless otherwise agreed upon by the parties. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the tenancy, unless otherwise agreed upon by the parties.

**6.2: Specific Alteration/Playground.** The Tenant will develop a playground on two sides of the building, which shall be entirely fenced, and which will contain appropriate play structures for preschool children. The plans for the playground shall be subject to approval by the Landlord. At the termination of tenancy, or the renewal term thereof, the Tenant shall remove the playground, and restore the landscaping, grounds, and exterior of the building, to the condition which existed prior to the construction of the playground.

## **Section 7: Insurance.**

**7.1: Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

**7.2: Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**Section 8: Taxes.** The Tenant and Landlord acknowledge that public property is generally exempt from taxation. However, Tenant acknowledges and understands that taxes may be levied against public property, or a lessee's interest therein, by operation of ORS 307.110. Should any taxes be levied against the Premises or the interest of the Tenant, an assignee or sublessee, Tenant shall pay when due, and hold Landlord harmless from, any such taxes. Tenant shall be permitted to contest the tax or assessment or the amount of any such tax and assessment, as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

**Section 9: Payment of Utilities Charges.** Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operations, and maintenance of the Premises, including, but not limited to, charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

## **Section 10: Damage and Destruction.**

**10.1: Partial Damage.** If the Premises are partly damaged by fire or other casualty, and Section 10.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be

accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**10.2: Destruction.** If the Premises are destroyed or damaged by fire or other casualty such that the cost of repair exceeds 25% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than thirty (30) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption, subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**10.3: Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

## **Section 11: Liability and Indemnity.**

### **11.1: Liens.**

- (1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the then current legal rate from the date funds are expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**11.2: Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, liability or any claim of any nature whatsoever arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

**11.3: Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry, at Tenant's sole expense, comprehensive general liability insurance at limits not less than those provided under ORS 30.272, or any successor

statute. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

**Section 12: Assignment and Subletting.** No part of the Premises may be assigned or subleased without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

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

**13.1: Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

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

**13.3: Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**Section 14: Remedies on Default.**

**14.1: Termination:** In the event of a default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may, by legal force, reenter, take possession of the premises, and remove any persons or property, without liability for damages and without having accepted a surrender.

**14.2: Reletting.** Following reentry or abandonment, Landlord may relet the Premises, and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord shall not be required to relet for any specific use or purpose, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of rent concessions.

**14.3: Damages.** In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the

date fixed for expiration of the lease term, the loss of rental from the date of default until a new tenant is secured and paying rent and the reasonable costs of reentry and reletting, including, but not limited to, the cost of cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default, including, but not limited to, remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

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

**14.5: Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the then current legal rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

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

## **Section 15: Surrender at Expiration.**

**15.1: Condition of Premises.** Upon expiration of the lease term, the renewal term, or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed and restored to the original condition unless the terms of permission for the alteration so require.

### **15.2: Fixtures.**

- (1) All fixtures placed upon the Premises during the term, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration of the term or other termination of the lease, Tenant shall remove all Tenant's furnishings and furniture. If Tenant fails to do so, this shall be an abandonment of the property. Landlord may retain the property, and all rights of Tenant with respect thereto shall cease. Landlord, at Landlord's sole option, may by notice in writing given to Tenant within 20 days after removal is required, elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3: Holdover.**



- (1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture or furnishings that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.
- (2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3(1), the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specific in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

#### **Section 16: Miscellaneous.**

**16.1: Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not waive or prejudice the party's right to required strict performance of the same provision in the future that or of any other provision.

**16.2: Attorney Fees.** In any suit or action instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover costs and reasonable attorney's fees at trial and on appeal.

**16.3: Notices.** Any notice required or permitted under this lease shall be given when actually in person delivered to the Landlord or 48 hours after being deposited in United States mail as certified mail addressed to the address first given in this lease, or to such other address as may be specified from time to time by either of the parties in writing.

**16.4: Succession.** This lease shall be binding on an inure to the benefit of the parties and their respective successors or assigns.

**16.5: Entry for Inspection.** Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the Premises, or to show the Premises to any prospective tenant or purchaser.

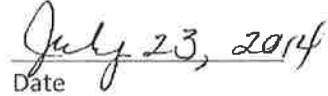
**16.6: Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the then current legal rate from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within ten days after it is due, Landlord may elect to impose a late charge of five percent (5%) of the payment then due to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

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

**16.8: Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

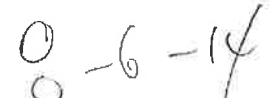
**Landlord:**

  
Linda H. Kridelbaugh, Vice President of Administrative Services  
Southwestern Oregon Community College

  
Date

**Tenant:**

  
Michael Lehman, Interim Chief Executive Officer  
Oregon Coast Community Action

  
Date

**AGREEMENT BETWEEN CURRY COUNTY AND STUART A. WOODS, AIA FOR THE RENOVATION OF THE  
BROOKINGS, OREGON HEAD START FACILITIES PROJECT**

This Agreement is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and Stuart A. Woods, AIA, Sole Proprietor, dba McSwain-Woods Architecture, hereinafter called "Architect" as follows:

**RECITALS:**

- A. County is in need of an architectural firm to provide professional services for the Renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Architect is willing to provide the above-referenced services under the terms and conditions outlined in this Agreement.

**1. TERM OF AGREEMENT**

This Agreement shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude when all obligations under this agreement have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties, subject to Attachment "C".

**2. SERVICES TO BE PROVIDED**

Architect shall provide professional services for the Renovation of the Brookings, Oregon, Head Start Facilities Project. Services include but are not limited to:

- Schematic Design
- Design Development
- Construction Documents
- Contractor Bidding Procurement Negotiation
- Construction Consultation

The project is described by Attachment "A", which is attached hereto and incorporated by reference. Pursuant to the CDBG Grant Terms, project is to be completed by June 2018, therefore, all work must be performed accordingly.

County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the

Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (Attachment C: Federal Exhibit 5E ) for non-construction contract agreements.

3. PAYMENT

County shall pay Architect, for services rendered, at the rate and in the amount as outlined in Attachment "B", which is attached hereto and incorporated by reference and it is noted amount is NOT TO EXCEED \$85,000.00. Architect may bill County for services rendered no more frequently than once every two weeks. Payment is due within 20 days of billing.

4. PROFESSIONAL STANDARDS

Architect represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

5. TERMINATION

This Agreement may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Agreement is so terminated, the Architect shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Agreement shall not prejudice any right of a party prior to the effective date of termination.

6. OWNERSHIP OF DOCUMENTS

7. All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

8. INSURANCE

The Architect shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement.

In furtherance of the foregoing, Architect, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Architect shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$300,000 per occurrence, and \$300,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

- c. Professional liability insurance combined single limit of \$2,000,000 each claim and \$2,000,000 in the aggregate.

9. INDEMNIFICATION

Architect agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Architect, its employees, or agents in connection with this Agreement.

10. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Agreement without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

11. STATUS OF CONTRACTOR

Architect is an independent contractor and not an employee of the County. Architect shall have the complete responsibility for the performance of this Agreement. Architect is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Architect shall have control of the work and manner in which it is performed. Architect is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Architect including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Architect shall be responsible for any Federal or State taxes applicable to amounts paid under this Agreement.

12. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Agreement arises and results in legal action, each party is responsible for its own attorney's fees.

13. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Agreement, then the County will immediately notify the Architect or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

14. COMPLIANCE WITH LAWS

This Agreement shall be construed in accordance with the laws of the State of Oregon. Architect shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

15. WAIVER

No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

16. SEVERABILITY

If any provision of this Agreement is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Agreement.

17. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: John Hutt  
Curry County Legal Counsel  
94235 Moore Street, Suite 123  
Gold Beach, OR 97444  
(541) 247-3218  
huttj@co.curry.or.us

Architect: Stuart A. Woods, AIA  
800 N. Bayshore Drive  
Coos Bay, Oregon 97420  
(541) 269-0618  
stu@mcswain-woods.com

The County and the Architect mutually agree that this Agreement and the exhibits attached hereto represent the entire Agreement between the County and the Architect with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

County may increase or alter work to be done, and any changes occasioned thereby in amounts to be paid hereunder shall be agreed to on writing prior to the Architect's performance of such work. The Architect shall make no claim for extra work unless so agreed to. All work furnished hereunder shall at all times be subject to the approval of the County.

ARCHITECT

Stanley Woods, AIA  
Authorized Signature Authority

July 14, 2017  
Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

\_\_\_\_\_  
Thomas Huxley, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Gold, Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Court Bolce, Commssioner

\_\_\_\_\_  
Date

Approved as to Form:

John Hutt  
Curry County Legal Counsel

## ATTACHMENT "C"

### Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts

Oregon Community Development Block Grant  
Required Federal Contract Clauses  
Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. Source of Funds

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are 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 an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. 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".

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

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,



**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

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.
5. Prohibition on the Use of Federal Funds for Lobbying  
As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

**CERTIFICATION REGARDING LOBBYING**

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

- C. 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 recipients 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.

James P. Woods, AIA  
Signed (Contractor)

Sole Proprietor, McGowan-Woods Architecture  
Title / Firm

July 14, 2017  
Date

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

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 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.

[illegible]

Grant Management Handbook (2013)


**Exhibit 5E:**

**Exhibit 5E (2013) – Grant award exceeds \$100,000 - Non-Construction Contracts**

**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.





469-6137

SOUTH COAST  
HEAD START  
AND  
EARLY HEAD START









H D.M.V.  
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420

VIDEO  
SURVEILLANCE  
FOR YOUR SAFETY

NO  
SMOKING





















NOT AN EXIT

STOP

INSIDE  
OUTSIDE

The Five Senses

Window  
Ventana











