



# Council Study Session

March 4, 2024

<b>Agenda Item</b>	2200 Ashland St. Discussion	
<b>From</b>	Sabrina Cotta	Interim/Deputy City Manager
<b>Contact</b>	Sabrina.cotta@ashland.or.us	
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input checked="" type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

## **SUMMARY**

The State has allocated additional funding for the City of Ashland to shelter homeless individuals until the end of the biennium. Given that doing so at the 2200 Ashland Street site would require significant investment and renovations to the building to work as a long-term shelter site without meeting the stated goal of Access to continue with 30 shelter beds, staff is asking Council to review the offer from Access and provide direction on how they would like to proceed.

## **POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness.
- Respect for the citizens we serve, for each other and for the work we do.
- Excellence in governance and City services.

## **BACKGROUND AND ADDITIONAL INFORMATION**

On August 15, 2023, a request to approve the acquisition of 2200 Ashland Street (391E14BB-Tax Lot 200; 1.20 acres) for the use of an emergency and inclement weather shelter was brought forward to Council and approved using partial funding from Access to complete the purchase with the understanding that the City would also stand up 30 shelter beds until January 10, 2024. City staff and Access representatives had a meeting on February 12<sup>th</sup>, 2024, where it was communicated that the State of Oregon has allocated funding for the City of Ashland to continue shelter operations at 2200 Ashland St.

Access has stated the State has allocated \$1.8 million for renovations to the building and \$800,000 in operational funds to continue sheltering activities at the 2200 Ashland Street site. The expectation is for Ashland to continue to provide 30 shelter beds until the end of the biennium, potentially the next ten years pending additional funding allocations from the State, if the City accepts the funds provided by the State. Construction must take place at this location to allow for continued sheltering at the site and in the interim there is funding for houseless individuals to be placed in hotels or alternate locations during the construction period.





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There is an on-going discussion between the City and Access in terms of the original grant funds and the commitment the City made to the site being a severe weather shelter for the next nine years. The City accepted the original grant funds predicated on the use of the site as a Severe Weather Shelter with Access affirming it as a viable use of the space at the time the agreement was made. The City believes the original commitment is complete as long as the building is continued to be used as a severe weather shelter. Access believes that the

City must continue to operate 30 24/7 shelter beds for as long as the state provides ongoing operating funds. The City is committed to continuing to work with Access to move forward in a way that is agreeable to both parties.

Council must determine how they would like to move forward:

- Accept the State funding and make the necessary building changes to the structure to allow for continued sheltering at the site acknowledging that additional beds space must be found to meet the 30 bed expectation set by Access.
- Decline the State funding and end the 24/7 sheltering at the site.
- Direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

The City has committed to providing a severe weather shelter through Resolution No. 2022-23 and the original intent of the purchase of 2200 Ashland Street was to provide the City with a facility to adequately provide severe weather sheltering as outlined in Resolution No. 2022-23. With the acceptance of State funds, the City of Ashland committed to standing up 30 shelter beds which it did commencing on November 1, 2024, with the original end date of January 10, 2024. The emergency 24/7 shelter was extended to March 31<sup>st</sup>, 2024, through executive order and discussion of additional grant funds from the State to keep the shelter operational. The City extended their contract with OHRA to keep the 24/7 emergency shelter open through March 31<sup>st</sup>, 2024, at which time the shelter will be closed due to fire code restrictions. If the direction is to transition the building to a permanent shelter, a change of use permit will be needed through the building department. A design professional (Oregon Licensed Architect) will need to provide detailed plans of the changes and code analysis demonstrating a code complaint path that meets current building codes (2022 OSSC).

Items that need to be considered regarding 2200 Ashland Street:

### *Occupancy considerations:*

The building code specifies different requirements for permanent and temporary shelters. For permanent shelters, the code requires 200 square feet per occupant. Based on this rule and the current building's size and layout, only 13 occupants are allowed. However, for temporary severe weather shelters, the requirement is much less at 35 square feet per occupant, and this arrangement is only allowed for up to 90 days within a 12-month period. This means the building can accommodate more people temporarily during severe weather without needing modifications provided a Fire Watch is maintained during its use as a temporary shelter.



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The city is considering collaborating with the Department of Human Services (DHS), the Oregon Health Authority (OHA), the building official, and the fire marshal to potentially increase the number of permanent occupants allowed in the building. However, without a final design and site plan, it's uncertain whether this will be permitted. To meet the goal of providing 30 beds, it's likely that additional funding and locations for shelter beds will be needed, even with building renovations.

### Renovations needed to the building to continue as a 24/7 shelter include:

- Upgrading the kitchen
- Installation of bathrooms for ADA accessibility- currently an external porta potty serves this function.
- Laundry facilities- currently an external trailer serves this purpose.
- Shower facilities- currently an external trailer serves this purpose.
- A sprinkler system
  - Estimated cost is \$7-10 per square foot (\$37,331 - \$53,330)
  - Additional cost for a new meter backflow and riser- Cost TBD
- A wire strobe alarm system
  - Estimated cost \$3 to \$6 per square foot (\$15,999 - \$31,998)
- Additional egress (potentially)
- Window height adjustment (potentially)- sleeping is not allowed in rooms that do not have an emergency egress opening.
- Adjustment of number of restrooms- for congregate and dormitory living, one restroom per 10 occupants per gender is required and one drinking fountain for standing persons and one for persons in wheelchairs for every 1-100 occupants.

After the Council decides how they would like to proceed, City staff will be in communication with Access about how the City will be moving forward in terms of the additional funding offered and next steps regarding 2200 Ashland Street.

### FISCAL IMPACTS

The City has made a considerable investment into this site to include:



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- Total purchase price of \$2 million which included an all-cash payment of \$1.4 million from grant funds including \$1 million from Access for the purpose of purchasing a building to act as an emergency and severe weather shelter. Finance of the additional \$600 thousand at 3.75% for 20 years with no prepayment penalties.
- Operational costs to-date of 2200 Ashland Street include:
  - \$27,000 for Architectural fees for occupancy certification requirements
  - \$161,263 in construction costs, fencing, security cameras and utilities.
  - \$11,088 in operational needs such as utilities, repairs, trash, porta potties
  - \$133,705 in OHRA contract costs to-date

The grant funding being proposed by the State to staff's knowledge will not address the outstanding balance of the building purchase nor will it address the on-going cost of maintenance and further site development over the next ten-year period though additional grant funding may be available in the future.

### **DISCUSSION QUESTIONS**

The Council may discuss whether to accept state funding and renovate 2200 Ashland Street for continuous shelter operations, decline the funding and cease 24/7 sheltering, or work with Access on alternative uses of the funds that allow for community sheltering without meeting the 30-bed requirement, considering the fiscal impacts, the commitment to providing severe weather sheltering, and the need for additional shelter beds or facility modifications to meet building codes and occupancy standards.

### **SUGGESTED NEXT STEPS**

As the Council cannot direct a course of action during a study session, this matter is scheduled for further review and decision-making at their regular meeting on March 5th, 2024.

### **REFERENCES & ATTACHMENTS**

- Council Communication: 8/15/2023 Acquisition of the Coming Attractions Property at 2200 Ashland Street.
- Resolution No. 2022-33 A Resolution Repealing Resolution No. 2013-94 and Setting Policies and Conditions Under Which Ashland Will Activate Severe Weather Emergency Shelter Facilitation
- City of Ashland E.O. 23-02 Regional Unsheltered Homelessness Emergency Response Grant Application
- City of Ashland E.O. 23-02 Subrecipient Agreement
- City of Ashland Monthly Congregate Shelter Cost-Corrected email





# Council Business Meeting

August 15, 2023

<b>Agenda Item</b>	Acquisition of the Coming Attractions property at 2200 Ashland Street (Taxlot 391E14BB -TL300) for an emergency and inclement weather shelter		
<b>From</b>	Joseph L. Lessard Scott Fleury Brandon Goldman	City Manager Public Works Director Community Development Director	
<b>Contact</b>	<a href="mailto:Joe.lessard@ashland.or.us">Joe.lessard@ashland.or.us</a>		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Old Business <input type="checkbox"/>		

### **SUMMARY**

Before Council is a request to approve the acquisition of 2200 Ashland Street (391E14BB -Tax Lot 300; 1.20 acres) with a 3097 sq-ft commercial facility, for use as an emergency and inclement weather shelter.

### **POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

### **BACKGROUND AND ADDITIONAL INFORMATION**

The Council has long been engaged with City Management to determine appropriate next steps for an emergency and inclement weather shelter, specifically acquisition of a site/building that can accommodate the City's needs long-term and align with previously awarded grants.

The City has been coordinating with a Commercial Real Estate Agent on acquisition and been negotiating for acquisition of 2200 Ashland St. ,391E14BB -Tax Lot 300. The site is 1.2 acres with a 3097 square foot commercial use officed space building and parking. The building can be improved to accommodate an overnight shelter that meets the City's need for an inclement weather shelter (primarily winter & summer seasons) that also meets requirements of the State of Oregon's 'All In' grant that was accepted by the Council at its June 6, 2023, Regular Meeting.

The negotiation has concluded with both the seller and buyer (City of Ashland) reaching terms.

The general terms of the acquisition are:

- The total purchase prices is \$2 million; and
- The purchase price will be paid by an all-cash payment of \$1.4 million from grant funds and owner carry financing of \$600 thousand at 3.75% for 20 years with no prepayment penalties.

### **FISCAL IMPACTS**

The City has received two grants that support an emergency and inclement weather shelter for houseless individuals. The first Grant is a State of Oregon's "All In" grant of \$1,158,100. The second grant is a Department of Administrative Services (DAS) grant of \$1,000,000. The City also appropriated \$200,000 in its 2023-2025 BN General Fund Budget for use towards operation of its inclement weather shelter. These funds will be used to





# Council Business Meeting

cover the cash required for the property acquisition and the remaining funding will be used to improve the facility, cover future financing payments until additional grant funds are secured and cover the facility's operation costs.

## **SUGGESTED NEXT STEPS**

Next steps including closing on the property and making necessary improvements to begin occupation as an emergency shelter under the previously accepted grant requirements. The City staff will also respond to questions from nearby neighborhood residents and businesses concerning the emergency shelter's operation and plan to for next steps to address potential concerns.

## **MOTION**

*I move to approve the acquisition of 2200 Ashland Street, property 391E14BB -Tax Lot 300 for a cash price of \$1,400,000 and owner carried finance of \$600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.*

## **REFERENCES & ATTACHMENTS**

None

**RESOLUTION N O . 2022-33**

**A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND  
CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER  
EMERGENCY SHELTER FACILITATION**

**RECITALS:**

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

**THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**

**SECTION 1.** This resolution repeals and replaces Resolution 2013-04.

**SECTION 2. Provision of Emergency Shelter During Severe Weather Events**

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
  - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
  - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
  - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
  - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

**SECTION 3. City's Role in Instances of Emergency Shelter**

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.**
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

#### **SECTION 4. Severe Weather Activation**

Provisions for emergency shelter will be activated as follows:

- a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

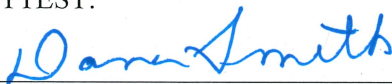
- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
  - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

**SECTION 5.** Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.


**SECTION 6.** This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

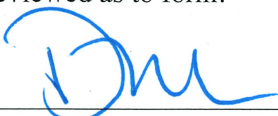
ATTEST:

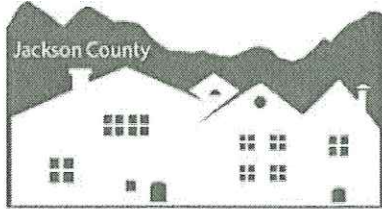
  
Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18<sup>th</sup> day of July, 2023.

  
Tonya Graham, Council Chair

Reviewed as to form:

  
Doug McGeary, Interim City Attorney



**Regional Unsheltered Homelessness Emergency Response**  
**Emergency Order EO 23-02**  
**Deadline: 5 p.m., Friday, May 19, 2023**

**CONTINUUM of CARE**

<b>Legal name of organization</b>	City of Ashland
<b>Organization designation (underline)</b>	Non-profit corporation <b>Public Entity</b> Other (explain)
<b>Program Name</b>	<b>Ashland Low Barrier Shelter and Urban Rest Stop</b>
<b>Address</b>	20 E. Main Street
<b>City, State, Zip</b>	Ashland, OR 97520
<b>Tax ID Number &amp; UEI #</b>	Tax ID 93-6002117 & UEI CRCQD8ZGQSR6
<b>Organization Director</b>	Joseph L. Lessard, City Manager
<b>Program Director Name and Title (If not organization director)</b>	Linda Reid, City of Ashland Housing Program Manager
<b>Phone &amp; E-mail</b>	541-552-2043 reidl@ashland.or.us
<b>Agency Total Operating budget</b>	\$118,907.051
<b>Program Budget</b>	\$2,330,000
<b>AMOUNT OF REQUEST</b>	\$1,400,000
<b>Number of years your organization has been in operation?</b>	149 years
<b>Signature of Authorized Individual</b>	<i>Joseph Lessard</i>
<b>Print Name &amp; Title</b>	Joseph L. Lessard
<b>Date</b>	5/17/23

## PROGRAM PROPOSAL/NARRATIVE RESPONSE SECTION

1. Is your agency an equal opportunity employer?\*  Yes  No

\*Faith based organizations are exempt from this requirement.

- Is your agency an equal opportunity service provider?  Yes  No

If you answered "no" to either of these questions, please explain.

2. **Organizational Overview:**

- a. Tell us about your organization, its mission, history, and services offered. Include information about your organizational structure and staffing levels.

### Mission

Vision Statement:

*Ashland is a resilient, sustainable community that lives within its means and maintains the distinctive quality of place for which it is known.*

*Ashland will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation.*

*Ashland will plan and direct its efforts to fulfill this vision for the long-term with a constant view toward being an open, welcoming community for all with a positive economic future.*

City of Ashland Policies:

Housing Element of the Comprehensive Plan:

*Ensure a range of dwelling types that provide living opportunities for the total cross-section of Ashland's population.*

*Housing opportunities should be available to all residents without discrimination and consistent with local, state, and federally recognized protected classes under fair housing law.*

Social and Human Services: *To ensure that all people in Ashland live in a safe, strong, and caring community, the City seeks to enhance the quality of life and promote self-reliance, growth and development of people. To these ends, the City will strive to provide resources and services to meet basic human needs.*

The City of Ashland is a municipality, and its primary mission is to maintain city facilities (such as parks, stormwater and sewer systems, and streets and sidewalks) and provide basic health and safety services, including law enforcement and fire protection. These services are essential. Additionally, the City supports services that promote the health and welfare of the economy, environment, and people. This includes economic development activities, conservation programs, and social service funding and programs. While the City has previously supported efforts to address homelessness, citizens and organizations now seek a more proactive role from the City due to the impact of the Coronavirus pandemic and wildfires.

Over the years, the City has engaged with service providers, the faith-based community, and community advocates to gather feedback on needs and solutions for homelessness. This grant application reflects those efforts and community engagement regarding the most urgent needs.



Although the City's mission does not directly involve serving homeless populations, it is committed to public safety and being responsive to community needs. However, as a small municipality with limited resources, the City needs to request additional resources to meet the current needs arising from recent disruptions and the increase in unhoused residents within the community.

### History

The City of Ashland, incorporated in 1876, has a rich history tied to the timber industry, a thriving theater community, and a prestigious educational institution. In recent years, it has become renowned for its arts, culture, and status as a top tourist destination in Southern Oregon, home to the Oregon Shakespeare Festival and Southern Oregon University.

Despite its smaller size compared to nearby Medford, Ashland has a strong track record of providing services and resources to address the needs of unhoused residents and migrant populations. However, effectively addressing the issue of homelessness throughout the Rogue Valley requires reciprocal coordination that encompasses Ashland's unique challenges.

As the largest city at the southernmost end of the valley and the primary exit off the interstate for travelers from California, Ashland serves as a regional focal point. It attracts both a significant number of unhoused travelers and long-term homeless residents. The demand for affordable housing is intensified by the city's service sector industry driven by tourism. Positioned along the I-5 corridor and renowned for its progressive community, expansive parklands, natural areas, and lively downtown plaza, Ashland consistently draws a substantial influx of tourists and visitors.

Thus, any comprehensive approach to addressing homelessness throughout the Rogue Valley must acknowledge and prioritize the challenges specific to Ashland. By fostering reciprocal coordination throughout the valley, a more effective and unified effort can be made to combat homelessness and support those in need within Ashland and beyond.

### Services and Capacity

The City of Ashland is an entitlement jurisdiction for Community Development Block Grant funds from the Department of Housing and Urban Development, and as such, is very familiar with HUD funded programs and program administration requirements. Traditionally, the City of Ashland acts solely as a grant administrator, rarely carrying out activities directly, preferring instead to provide institutional structure, staff expertise, and financial support to partner organizations to assist them in carrying out their respective missions while assuring that the needs of the community's most vulnerable citizens are being met. In instances of urgent need and extreme circumstances the City will sometimes take on enhanced roles in order to address the needs of those most vulnerable and at-risk members of the community.

In recent years due to the impacts of the pandemic and the wildfires, the City of Ashland has often taken on enhanced roles to ensure public safety and support partner agencies in the provision of basic health and safety resources. The City of Ashland has staff with expertise in



project management, grant administration, and project planning. The City also has a Building Department, Electric Department, Planning Department, Public Works and Engineering Department, and Fire Safety Division who can each contribute professional skills and resources to help implement this project on an expedited timeline and with a level of experience and expertise which can be costly, time consuming, and disjointed in the private sector.

Municipalities have distinct advantages over non-governmental organizations due to their access to a diverse range of internal resources, facilitating efficient internal communication, consultation, and streamlined approval processes. Furthermore, municipalities can tap into expertise and resources from various professional domains. The City of Ashland, for instance, possesses a skilled staff with expertise in project development, public contracting, public procurement, Federal and State grant administration, grant oversight, and a demonstrated history of successfully completing large-scale public facility projects.

To further enhance this activity, the City of Ashland will subcontract with Options for Housing, Resources, and Assistance. This organization has an impressive track record, including the acquisition and rehabilitation of the first Project Turnkey application awarded and operational in Oregon. Additionally, they bring extensive experience in shelter management and a noteworthy record of successfully transitioning individuals from shelters to permanent housing.

**b. Outline how your organization works in partnership with other agencies.**

The City of Ashland actively fosters partnerships with numerous non-profit organizations and groups within the community. City staff frequently engage in collaborative efforts with these partner organizations, advisory bodies, and citizens to address complex community issues. Recognizing the unique resources and infrastructure available to municipalities, the City provides support that many non-governmental organizations may lack or must seek through contracted services, incurring administrative costs and overhead. This support includes financial assistance and, at times, in-kind contributions such as staff support, administrative assistance, and access to buildings or locations for service provision.

Furthermore, the City often assumes the role of a community convener or facilitator, bringing together stakeholders to engage in discussions and collaborative planning surrounding issues that impact the entire community.

By playing this coordinating role, the City ensures that efforts are aligned, diverse perspectives are considered, and shared objectives are pursued. Rather than competing with non-profit service providers, Ashland focuses on supporting their endeavors, recognizing that collective action is essential in addressing community-wide challenges and achieving shared goals.

**c. Explain your agency's outreach efforts to underserved communities, diverse cultures, ethnic minorities, and special needs populations.**

Cities that administer State and Federal funds such as Ashland possess valuable expertise in conducting comprehensive outreach efforts aimed at engaging diverse community members, including ethnic minorities and individuals with special needs. These outreach activities are a regular requirement for cities, fostering their experience in effectively reaching out to and involving various segments of the community.

The City of Ashland proactively engages in ongoing public engagement initiatives to gather feedback for strategic planning, budgetary decisions, and community development purposes. In this process, the City actively seeks input from underserved communities and minority populations to ensure their perspectives are considered and to obtain valuable insights regarding City grant funding and community development priorities. By prioritizing inclusivity and actively involving these communities, the City of Ashland strengthens its commitment to fair and equitable decision-making processes and community-driven development.

**d. Describe your agency's process for addressing grievances from staff and clients.**

The City of Ashland has implemented multiple policies to address staff grievances and ensure a fair resolution process. Several adopted City policies establish a framework through which employees can collaborate with the City's Human Resources department to address grievances. Moreover, since a significant number of City employees are members of various Union groups, each Union contract includes a specific grievance policy that outlines the process for employees to address grievances with the support of their Union representative.

Additionally, the City's general grievance policy and process are clearly outlined in the City's municipal code, specifically in the section dedicated to General Personnel Policies and Procedures (3.08.110). This provides employees with a comprehensive understanding of the steps and procedures involved in filing and resolving grievances.

In a similar vein, the City's municipal code also addresses the Administrative Appeals Process for citizens in section 2.30.020. This ensures that client/customer complaints or concerns can be formally addressed, providing an avenue for individuals to seek resolution and express their grievances in a structured manner.

By having these policies and procedures in place, the City of Ashland demonstrates its commitment to fair and transparent processes for both employees and citizens, aiming to effectively address and resolve grievances in a timely manner.

**e. If you have a Limited English Proficiency Plan, explain it below. If not, tell us about your strategies for ensuring service access for applicants/clients with limited English proficiency.**

The City of Ashland currently lacks a Limited English Proficiency plan, but it has a contract with a translation service capable of providing language translations and sign language services for

meetings. In addition, the City's non-profit partner on this project, OHRA, has bi-lingual staff who can offer some translation support to clients.

To promote inclusivity, the City of Ashland has implemented an Equal Opportunity Employment Policy and an Affirmative Action Plan. These policies underscore the City's commitment to cultivating an inclusive, respectful, and harassment-free work environment and community. They also encourage diversity, equal opportunity, and access through reasonable accommodations. The City designates an Equal Employment and Affirmative Action Officer on staff to ensure compliance with these policies. Additionally, the City has an ADA policy in place to address reasonable accommodation for individuals with disabilities.

To further advance racial and social equity, the City has established a Social Equity and Racial Justice Advisory Committee. The committee's mission is to provide recommendations and support to the Council and City Manager while educating the community on policies, measures, and practices that foster racial and social equity and promote respectful intergroup relations. Furthermore, the City has enlisted Paradigm Consultants to conduct an internal Diversity Equity and Inclusivity (DEI) assessment, scheduled to begin in the fall of 2023. Once completed, Paradigm will provide a strategic plan to enhance DEI policies within the City.

- f. ***Outline how your agency utilizes HMIS Service Point to track and report on outcomes except for DV providers who use OSNIUM, comparable to HMIS. If you do not currently use HMIS Service Point, tell us about the data system you do use and about your willingness to become an HMIS Service Point user.***

The City of Ashland, although not directly providing services to homeless populations, grants funding to several homeless service providers. As a result, the City does not participate directly in the HMIS Service Point system. However, the City collaborates with partner organizations that are involved in the coordinated entry system. In the proposed project, beneficiaries of the "All In" funding will be registered in the HMIS system through the City's experienced partner organization, OHRA. OHRA has a longstanding history of receiving multiple State and Federal grants, which necessitate reporting in the HMIS system.

OHRA has actively participated in the HMIS system for several years and possesses extensive expertise in data entry and reporting for grants such as CoC, ESG, CDBG, and others funded by HUD and the State. Similarly, the City of Ashland routinely reports outcomes for HUD-funded grants in the IDIS database. Although the City itself does not directly engage in the HMIS system, the staff responsible for overseeing this project is well-versed in the data entry and reporting requirements for State and Federally funded projects.

- g. **Describe your experience with government grants.**

The City of Ashland possesses extensive experience in grant application, project completion, and the administration of Federal and State grants. The City has successfully managed numerous grants, with a long list of completed projects and a history of undergoing grant

monitoring and financial audits. The staff member responsible for administering this specific grant has 18 years of successful experience in grant administration and oversight.

Additionally, the City has a highly experienced finance department that adheres to Federal and State accounting practices and standards in grant management. The City's project partner, OHRA, also brings valuable experience in handling State and Federal grant funds and has a proven track record of effectively managing such grants.

**3. Which segment(s) of the EO 23-02 program are you applying for? RRH, Street Outreach or New Shelter Bed program?**

The City of Ashland is submitting an application to address the goal of creating new shelter beds. The City is requesting funding to acquire a building, complete renovations, and contract with OHRA to operate a low barrier nightly shelter from July 1, 2023, to January 10, 2024. This project will provide essential shelter services to unhoused individuals and families.

Furthermore, the City envisions utilizing the facility beyond the grant term by repurposing it as an inclement weather shelter and continuing contractual services with OHRA for operations. This will enable continued support for the sheltering needs of the unhoused population. The City is seeking a total of \$1.4 million in EO-23-02 grant funding, and it will contribute a substantial match of \$930,000 in City funding already secured to ensure the success and sustainability of the project.

**4. New Shelter Bed Program**

- a. Describe your plan to implement the EO 23-02 New Shelter Bed program. Be as precise as possible by identifying how you intend to add shelter beds.

The City of Ashland is submitting an application to provide 40 or more new congregate and non-congregate shelter beds. The City's request for funding is aimed at acquiring a property that includes an existing building suitable for immediate use as a congregate shelter. The targeted property is a 5000 square foot commercial building with existing bathrooms and food preparation capabilities.

Renovations are planned to enhance the facility, including the addition of a sprinkler system, upgrading the kitchen and bathroom facilities for ADA access, incorporating additional laundry facilities, and installing a 24-hour accessible public bathroom. This would address the lack of public bathroom facilities on the South end of Ashland. Additionally, utility hookups will be added to accommodate a laundry/shower trailer and the La Clinica mobile health unit, providing laundry and shower access to the community.

The City of Ashland owns 13 currently unoccupied pallet shelter units that can be relocated to the site. These units will be utilized to house special populations, such as families with children or individuals experiencing severe-persistent mental illness, in a non-congregate setting. While

primarily functioning as a low-barrier overnight shelter, the City envisions the site serving as an urban rest stop on the South side of the Rogue Valley, combining various resources requested by partner organizations already operating valuable programs in Ashland.

Multiple service providers, including meal programs, a laundry program, and OHRA, have expressed the need for the listed resources to offer their services consistently and at a fixed location. The City has a longstanding partnership with these organizations, providing financial support and locations for their services in the past. However, due to maintenance and repair issues, among other factors, the City can no longer offer locations to these service providers. The grant opportunity at hand would enable the City to provide much-needed permanent infrastructure to these partner organizations, who offer essential and sought-after services to the unhoused community.

For the operation of the low barrier nightly shelter, the City intends to contract with OHRA from July 1, 2023, to January 10, 2024. The total funding requested through the EO-23-02 grant is \$1.4 million, and the City would contribute significant matching funds of \$930,000 in City funding.

- b. Are you planning to purchase a facility, land, or construct units\*?  Yes \_\_\_\_\_ No. Will EO 23-02 funds be utilized?  Yes \_\_\_\_\_ No. If you answered yes, please describe your project timeline. Include information about your experience with construction, and project management, status of any needed permits, inspections, and so forth.**

The City plans to use grant funds to purchase a facility, and two properties have been identified that are currently available for acquisition. The City has been in communication with realtors regarding the purchase, and the timeline for acquiring a property is approximately 30 days from the time of the grant contract. Once the property is acquired, the City will work in collaboration with its shelter operations partner, OHRA, to set up the shelter, hire and train staff. This process is estimated to take another 30 days. The necessary renovations and upgrades to the facility will be carried out while ensuring that the shelter can continue to operate without any disruption or conflict, prioritizing its use as an emergency shelter.

The City of Ashland has extensive experience in property acquisition, construction projects, and professional project management. There are no planning approvals required for the purchase and utilization of the facility as a congregate and non-congregate shelter and urban rest stop. However, the City will need to apply for building permits to proceed with the proposed renovations, and the City's building department can offer consultation as well as an expedited permitting and inspections process. OHRA also brings extensive experience in shelter set up and staff training. They have successfully completed property acquisition and major rehabilitation projects utilizing both Federal and State grant funding.

- c. **\*The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

- d. **Are you planning to add beds to an existing facility? \_\_\_\_\_ Yes X No** If you answered yes, will construction, conversion, or rehabilitation be required?    Yes    No  
**If you answered yes, please provide a project timeline.**

- e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

- f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**  
  X   Yes        No  
**If you answered yes, how will they be funded?**

The City of Ashland has General Funds set aside in the City’s budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing.   X**  
**Yes        No**  
**If you answered Yes, please provide names and amounts for the other funding sources. EO-23 funds cannot be used to supplant existing funds for similar projects.**

Expense	Project Costs	Funding Source	Narrative
Building Acquisition	\$1,600,000	\$1,400,000-EO Grant \$ 200,000-DAS Grant*	Est. Site Acquisition Cost
Renovation Costs	\$ 200,000	\$ 200,000-DAS Grant	To include Sprinklers system, bathroom and kitchen upgrades,

			Shower Trailer hookups and soft costs.
Operations	\$ 200,000	\$ 200,000-DAS Grant	From 7/01/2023-01/10/2024
Operations	\$ 200,000	\$ 200,000-City General Fund	From 01/11/2024+
Outdoor Bathroom	\$ 130,000	\$ 130,000-DAS Grant and/or 2024 CDBG	Installation of a Portland Loo-for 24-hour public bathroom access
Total Project Costs	\$2,330,000		

\* DAS grant funding is secured

**6. If awarded, does your agency have the capacity to provide monthly reports?   X   Yes  
           No. If you answered no, please explain.**

The City of Ashland will contract with OHRA to provide data collection and reporting through the HMIS system as part of the shelter operations subcontract.

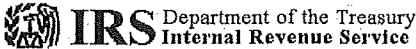
**7. If awarded, will you be able to spend funds by Jan. 10, 2024?**

Yes, the City and OHRA both have an excellent track record for timely and appropriate expenditure of State and Federal grant funds.

**REQUIRED SUPPLEMENTAL MATERIALS.**

Please enclose, **with your application:**

- A copy of your IRS non-profit determination letter (See attached Exhibit A)
- Your agency budget for the current fiscal year and a projected budget for the next fiscal year: Please See Budget Documents on the City’s website <https://www.ashland.or.us/Page.asp?NavID=8316>
- An EO 23-02 Project Budget (Table on Page 8 & 9)
- Your most current 990 <https://www.ashland.or.us/Page.asp?NavID=8316>
- Board of Directors list: <https://stories.opengov.com/ashlandor/published/FnmcPHyBA>
- Your current W-9 (See attached Exhibit B)
- Current Organizational Chart: <https://stories.opengov.com/ashlandor/published/QPyQxLNkf>
- Copy of your most recent audit (if unavailable, then most recent unaudited financials) [https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20R eports/Completed\\_Single\\_audit.pdf](https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20R eports/Completed_Single_audit.pdf)



CINCINNATI OH 45999-0038

In reply refer to: 0248167576  
 May 31, 2018 LTR 4076C 0  
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CITY OF ASHLAND  
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 ASHLAND OR 97520



041617

Federal Identification Number: 93-6002117  
 Person to Contact: Customer Service  
 Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

**GOVERNMENTAL UNITS**

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

**ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)**

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

**TAX-EXEMPT CHARITABLE ORGANIZATIONS**

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.



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Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at [www.irs.gov/eo](http://www.irs.gov/eo).

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Ashland</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>20 East Main St</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Ashland, OR 97520</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
9	3		-	6	0	0	2	1	1	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Cynthia A. Hanks</i>	Date ▶ <i>4/11/23</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

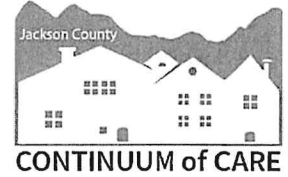
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



State Funds - CFDA number not applicable  
 Executive Order 23-02  
 Jan. 10, 2023 to Jan. 10, 2024  
 Subrecipient Agreement  
 City of Ashland



The Subrecipient Agreement is hereby made by and between ACCESS, fiscal agent for the Continuum of Care (hereinafter called the “Grantee”), and City of Ashland (hereinafter called the “Subrecipient”) pursuant to the Memorandum of Agreement (MOA) made by and between the Grantee and the Oregon Housing and Community Services (hereinafter called “OHCS”), to implement the grant awarded to the Grantee under the **Emergency Order (EO) 23-02** effective **January 10, 2023**, incorporated into this Subrecipient Agreement.

**Grant Amount:**

	<b>1-10-23 to 1-10-24 TOTAL AWARD</b>
Building Purchase	\$ 1,000,000
Administration	\$ 158,200
<b>TOTAL AWARD</b>	<b>\$ 1,158,200</b>

**Description:**

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to provide funding to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor. Subrecipient will administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

Acquire a building, complete renovations, and contract with Opportunities for Housing Resources and Assistance (OHRA) to operate a low barrier nightly shelter from July 1, 2023 to January 10, 2024.

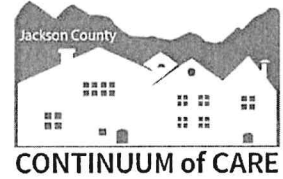
Subrecipient certifies that EO 23-02 funding will only be used to create new shelter bed capacity that meets the definition in Section 5 below.

No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the Department of Housing and Urban Development’s Equal Access Rule, 81 FR 64763, to ensure services are available to all.



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Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
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City of Ashland

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Subrecipient further certifies that EO 23-02 funding used for shelter acquisition, operation or construction will only be utilized to create new shelter bed capacity that meets the following definition:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly.

**A. Scope of Work/Grant Activities**

**1. Regional Unsheltered Homelessness Emergency Response Plan**

Prior to eligibility for funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Oregon Housing and Community Services (OHCS) that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and Grant Activities are attached to and incorporated into this Agreement as Exhibit A. Each is contained in the Grant Agreement #OR-502. With both Exhibit A and Exhibit B incorporated into this Subrecipient Agreement, the scope of grant activities authorized for the purposes of this Subrecipient Agreement are defined.

All activities hereunder, including all Grant Activities and funds to be awarded, are expressly contingent on Grantee’s receipt of funds and the subsequent release of additional funds. Should any funds be withheld and/or Grantee’s “Grant Agreement State of Emergency Due to Homelessness” (Agreement No. OR-502) be terminated for any reason, Grantee’s obligations hereunder shall immediately terminate.

**2. Compliance with Agreement**

- a. Subrecipient will perform all Grant Activities in accordance with the terms of this Agreement, including all exhibits contained herein.





State Funds - CFDA number not applicable  
Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland



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- b. Subrecipient shall comply with Grant Activities as outlined in the EO 23-02 Grant Agreement #OR-502, Exhibit A hereby attached.
  - c. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2023-2025 to be executed July 2023.
  - d. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2023-2025 to be executed July 2023.
  - e. Subrecipient shall comply with and perform all work to the satisfaction of the Grantee, and in accordance with the terms of this agreement and the applicable program requirements provided in ORS 458.650 Exhibit F hereby attached.
  - f. Subrecipient will make available all records pertaining to the utilization of Executive Order 23-02 funds to the Grantee and OHCS upon request if need be.

### 3. Housing Focused

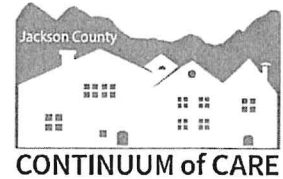
All activities conducted under this Subrecipient Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Subrecipient Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount.

### 4. No Supplanting of Other Funds

Subrecipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Subrecipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Grantee may exercise any of the remedies available to it under this Agreement or at law or in equity. Subrecipient also agrees to comply with reporting requirements as outlined in Section 3 (Program Specific Reporting) found in EO Grant Agreement #OR-502 Exhibit A hereby attached to demonstrate the levels of funding from



State Funds - CFDA number not applicable  
Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland



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other sources as outlined in the Plan (EO Grant Agreement #OR-502 Exhibit B hereby attached) are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Subrecipient to comply with this stipulation is a material breach of this Subrecipient Agreement and entitles Grantee to exercise any remedies available to it under this Agreement or at law or in equity.

**5. New Shelter Bed Requirement**

New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

**6. Habitability Requirements.**

Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Subrecipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of Non-Congregate Free-Standing units if they provide heat, electricity, the ability to close and lock a door, showers, and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available on-site or with an action plan to provide meals to shelter residents.

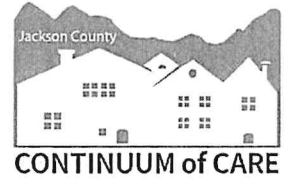
**7. Restrictive Covenants for Shelter Facilities**

Subrecipient shall operate the shelter facilities acquired, converted, renovated, or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related



State Funds - CFDA number not applicable  
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Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland

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services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Subrecipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Grantee and shall be filed, at the Subrecipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Subrecipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Subrecipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

The Subrecipient may terminate the Restrictive Covenant under any of the following conditions. One, if the Subrecipient fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow the Subrecipient, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of the Shelter Facilities. And two, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Restrictive Covenant is prohibited from paying for such work from the planned funding source. In the event Subrecipient has insufficient appropriations, limitations, or other expenditure authority, Subrecipient may terminate this Agreement without penalty or liability to Grantee, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

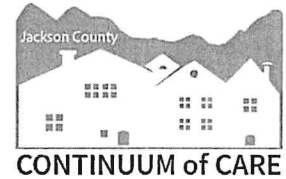
## **8. Restrictive Use Period**

The Restrictive Use Period for all Facilities that are acquired or constructed by Subrecipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in EO Grant Agreement #OR-502, Exhibit A hereby attached. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Subrecipient must agree to certify compliance with this requirement and submit



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that certification to Grantee on an annual basis, or upon request of Grantee, throughout the Restrictive Use Period.

**9. Program-Specific Reporting**

Subrecipient assures that data collection and reporting, including personally identifiable information, will be conducted utilizing HMIS Service Point/Coordinated Entry Services. If Subrecipient is entering into an agreement with a third party (Opportunities for Housing and Resources – OHRA) to enter program data into the HMIS/Coordinated Entry Services programs, Subrecipient agrees third party (OHRA) will “enter data as” the City of Ashland into the HMIS. Subrecipient must provide a copy of the MOA or contract with such agreement to Grantee within thirty (30) days. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. It is required that Subrecipient or a third party enter data within three business days. Subrecipient also assures that required reports will be submitted on a monthly basis.

Subrecipient acknowledges receipt of and agrees to be bound by all data management requirements stated in EO Agreement #OR-502, including, but not limited to, the grant of stated licenses and permissions to OHCS.

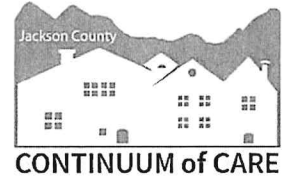
**B. Project Requirements:**

- 1) Subrecipient will operate in accordance with all applicable statutory and regulatory requirements including those set forth in Uniform Guidance 2CFR Part 200, the Master Grant Agreement, the EO Grant Agreement #OR-502, and any policies and procedures developed by the Grantee provided the Subrecipient has received appropriate notice as set forth in this Agreement.
- 2) Subrecipient will operate in accordance with all the requirements in the 21-23 Master Grant Agreement and the 23-25 Master Grant Agreement to be executed July 2023.
- 3) Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached, EO Grant Agreement #502 and MGA 2023-2025 to be executed July 2023.
- 4) Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached and MGA 2023-2025 to be executed July 2023.





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- 5) Services will be consistent with the Master Grant Agreement and EO Agreement #OR-502. Subrecipient will provide its best effort to ensure the delivery of the right service at the right time to the right client.
  - 6) Subrecipient will comply with such other terms and conditions including recordkeeping and reports for program compliance and evaluation as stated in this Agreement.
  - 7) Subrecipient will provide such additional information as deemed appropriate by the Grantee.
  - 8) Subrecipient will participate in all EO 23-02 funding required training, conference calls, and meetings as requested by the Grantee with reasonable notice.
  - 9) Subrecipient provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Subrecipient will comply with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

**C. Term:**

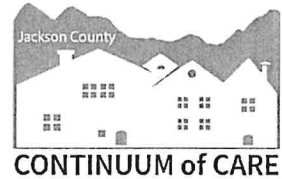
The term of this Agreement is effective Jan. 10, 2023, through Jan. 10, 2024. All services to be furnished under this Subrecipient Agreement must be completed on or before Jan. 10, 2024, unless this Agreement is otherwise earlier canceled as hereinafter provided, or unless extended by written agreement of the parties.

**D. Compensation:**

1. Subrecipient acknowledges that all funds paid under this Agreement are on a reimbursement-basis, meaning that Subrecipient must provide documentation (as detailed below) to Grantee, who will, in turn, remit the same to OHCS for processing. Failure to adhere to the requirements of EO Agreement #OR-502 or this Agreement may result in some, or all expenses being refused. If OHCS refuses any expense for any reason, Grantee shall have no obligation to separately reimburse any such expenses or secure alternative funding. Grantee's obligations under this Agreement shall immediately terminate if EO Agreement #OR-502 is terminated or suspended for any reason.
2. Subrecipient must use adequate fiscal management systems that follow generally accepted accounting principles (GAAP) and provide adequate fiscal control and



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accounting records, including cost accounting records supported by documentation. Subrecipient's fiscal management systems must comply with the requirements of the OHCS Master Grant Agreement (MGA) #7000, EO Agreement #OR-502, and the OHCS Master Grant Agreement 23-25 to be executed July 2023.

3. Subrecipient shall be reimbursed for allowable costs as specified in the approved Subrecipient Budget (see Grant Award above). All requests for reimbursement must specify the line-item for which reimbursement is being requested. Documentation to accompany a request includes an invoice with documentation to substantiate expenses by line item and both a summary and a detailed profit and loss statement. An authorized representative must submit requests for reimbursement. Eligible expenses must be allowable, allocable, and reasonable in accordance with the applicable Federal Cost Principles set forth in OMB Uniform Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as stated in 2 CFR Part 200, Subpart E—Cost Principles. Subrecipient will be reimbursed in accordance with the budget (see above). The budget may be revised with the agreement of both the Grantee and the Subrecipient and will require a budget modification signed by both parties. Expenses more than the agreed upon budget will not be reimbursed.

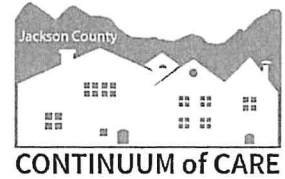
Subrecipient acknowledges receipt of the foregoing instructions, as well as EO Agreement #OR-502, and further acknowledges that only reimbursements that comply with these requirements will be considered.

4. Subrecipient shall submit a request for reimbursement within ten (10) days after the end of each monthly period during the performance of the services provided in this Agreement. The final payment request shall be submitted no later than Jan. 25, 2024. Failure to submit the final request by the due date may result in non-payment of the expenditures.
5. Ineligible expenses are those costs requested for reimbursement by the Subrecipient that the Grantee determines to be unallowable based on applicable Federal cost principles, OHCS Program regulations, the Application, or the Agreement. Any expenses deemed ineligible by the Grantee for which the Subrecipient was reimbursed must be repaid to the Grantee or shall be deducted from the amount of the next reimbursement at the Grantee's discretion.
6. The grantee is not responsible for unauthorized expenses incurred by a Subrecipient or for costs incurred prior to the effective date of this Agreement.



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**E. Monitoring and Evaluation:**

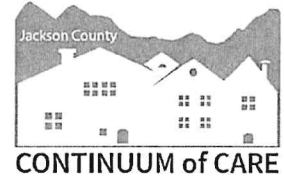
1. Subrecipient will comply with monthly monitoring by the Grantee and OHCS to ensure compliance with the program requirements established through the MGA, the EO Grant Agreement #OR-502, and the Subrecipient Agreement. Monitoring will be accomplished through on-site inspections and/or virtually.
2. Results of monitoring will be summarized in a written report by the Grantee and submitted as appropriate. Ongoing technical assistance and guidance related to the implementation of the program will be provided by the Grantee as part of training and monitoring activities.
3. If Subrecipient is not in compliance with the requirements of the program, regulations, contracts and /or policies and procedures, other applicable federal laws, the Grantee will provide an opportunity for response and corrective action, unless a life safety issue or potential mishandling of funds is identified. In the latter two cases – suspension shall occur immediately. The process for notifying the Subrecipient includes a) Issuing a warning letter indicating further failure to comply with such requirements will result in a more serious sanction; b) directing the Subrecipient to cease incurring costs for which reimbursement is expected; or c) requiring some or the entire grant amounts advanced or reimbursed to the Subrecipient be remitted to the Grantee.
4. The Grantee may temporarily suspend a Subrecipient from all or part of the activities identified in this Agreement while it assesses the organization’s capacity to comply.

**F. Audit Requirements:**

In the event, that during the period of this Agreement, Subrecipient expends more than \$750,000 in federal funds in an operating year, Subrecipient shall, at its own cost and expense, cause to be executed an independent audit. The audit shall be completed, and a copy furnished to the Grantee at the address indicated on the signature page, within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s) or five (5) months after the end of the audit period, unless a longer period is agreed to in advance by the Grantee. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient’s fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.



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**G. Indemnification:**

Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and Grantee and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees (Collectively, "Claims"), resulting from, arising out of, or relating to the activities of subrecipient or its officers, employees, subcontractors, or agents under this agreement. Neither Subrecipient nor any attorney engaged by Subrecipient may defend any claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Subrecipient settle any claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Subrecipient will be liable for the attorney fees of the State of Oregon, including, but not limited to any fees charged by the Oregon Department of Justice.

**H. Subrecipient Default**

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A, EO 23-02 Agreement #OR-502 and such failure is not remedied within thirty (30) days following notice from Grantee to Subrecipient specifying such failure; or

Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

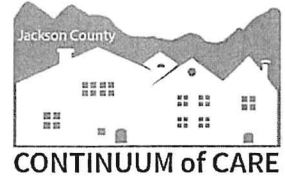
Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Grantee in its sole discretion.

**I. Remedies**



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In the event Subrecipient is in default under Section H, Grantee may, at its option, pursue any or all of the remedies available to it under this Subrecipient Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section K, (b) reducing, withholding or recovering payment of Grant Funds for activities that Subrecipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section J of this Agreement or setoff, or both.

All of the above remedies in Section I are cumulative to the extent the remedies are not inconsistent, and Grantee may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

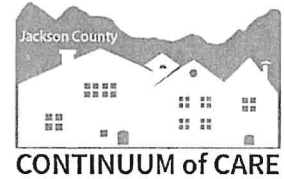
Prior to any termination of this Agreement by Grantee pursuant to Section K, Grantee will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Grantee. Subrecipient shall have five (5) days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, Grantee may terminate this Agreement upon 10 days written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Grantee. Following the meeting, Grantee shall determine, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If Grantee's written notice states that Grantee does not agree to such proposal, or if Grantee accepts such proposal but Subrecipient does not satisfy the terms of the proposal, Grantee may terminate this Agreement upon 10 days' written notice as provided in Section K or exercise any other remedies available to Grantee under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

In the event Subrecipient is in default under Section H and whether or not Subrecipient elects to exercise its right to terminate this Agreement under Section K, or in the event Grantee terminates this Agreement under Section K, Subrecipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Grantee has against Subrecipient. In no event will Grantee be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous



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amounts paid to Subrecipient exceed the amount due to Subrecipient under Section I, Subrecipient shall promptly pay any excess to Grantee.

**J. Recovery of Overpayments - Withholding of Funds**

If payments to Subrecipient under this Agreement, or any other agreement between Grantee and Subrecipient, exceed the amount to which Subrecipient is entitled, Grantee may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

Grantee may withhold any and all undisbursed Grant Funds from Subrecipient if Grantee determines, in its sole discretion, that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Grantee or if Grantee determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable Notification of Allocation (NOA) or is unsubstantiated by related documentation.

**K. Termination**

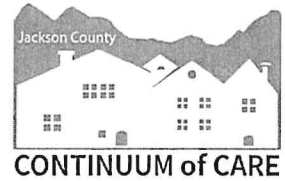
This Agreement may be terminated at any time by mutual written consent of the Parties. Grantee may terminate this Agreement as follows:

- Immediately upon written notice to Subrecipient, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement.
- Immediately upon written notice to Subrecipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited, or Grantee is prohibited from paying for such performance from the planned funding source.
- If Subrecipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section I or
- As otherwise expressly provided in this Agreement.



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- Subrecipient may terminate this Agreement immediately upon written notice to Grantee if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice to Grantee.
- Upon receiving a notice of termination of this Agreement, Subrecipient will immediately cease all activities under this Agreement, unless Grantee expressly directs otherwise in such notice.

**L. Responsibilities of the Grantee:**

The Grantee is responsible for the implementation of the project as submitted in the Funding Agreement and any clarifications provided to OHCS, and compliance with the MGA and EO Agreement #OR-502 including all applicable statutory and regulatory requirements as noted in the Funding Agreement.

1. Review data in HMIS for accuracy and quality and provide technical assistance to the Subrecipient and other partner organizations as needed.
2. Monitor program performance to evaluate the program's effectiveness in reaching the target population prioritized for assistance and in meeting the performance objectives as stated in OHCS Agreement #OR-502.
3. Facilitate regular meetings with the Subrecipient and other partner organizations to review EO 23-02 expenditures and program performance.
4. Submit reimbursement to Subrecipient within seven (7) business days of receipt of invoice and required documentation.

**M. Additional Provisions.**

It is agreed and mutually understood by all parties that:

1. Subrecipient will access other community resources.
2. Cultural diversity is a value in hiring, training, and governance; and services are designed to assure that racial, cultural, and religious differences are understood and respected.
3. Services are tailored to the strengths, values, needs, and preferences of the participants.
4. Services are based on current research and best practices.





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5. Grantee reserves the right to execute other Agreements and/or Memoranda of Agreement with additional organizations to ensure the full implementation of the Executive Order #OR-502 as described in the Funding Agreement and any amendments approved by OHCS. In such cases, Subrecipient shall be provided 30 days written notice in a manner provided for notices herein.
6. This agreement is subject to termination upon such a directive to ACCESS by OHCS and OHCS shall not be liable to any of the parties to this agreement or to other persons for directing that this agreement be terminated.
7. The Subrecipient hereby confirms that it is an independent contractor and not an agent of OHCS or of Grantee.

**N. Insurance Requirements**

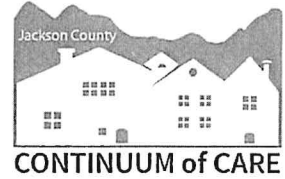
Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of or failure to perform the work hereunder by the Subrecipient, its agents, representatives, employees, or sub-contractors. Service Provider shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including discrimination, fair housing, ADA violations, and sexual molestation). If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Crime/Theft: \$25,000





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**Additional Insurance Provisions**

General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

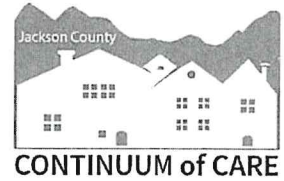
1. The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Subrecipient; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient.
2. For any claims related to this agreement, the Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be greater than the Subrecipient's insurance.
3. The insurance coverage and limits required must be evidenced by a properly executed Certificate of Insurance form (or its equivalent) and given to the Grantee within 30 days of execution of this document.
4. Thirty (30) days' written notice must be given to the Grantee of any cancellation, intent not to renew, or reduction in the policy coverage.

**Entire Subrecipient Agreement:**

This Subrecipient Agreement together with the Guidance and Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be modified or amended by either party provided that such modification or amendment is in writing and signed by all affected parties and may be canceled prior to the expiration of its term by either party, for cause or for no cause whatsoever, by serving thirty (30) days written notice of amendment or termination to the other party in the manner provided for notices herein. The Grantee shall not be responsible for funding any activities or services performed by the Subrecipient after the date of termination. If the Subrecipient Agreement is canceled or terminated, the Subrecipient will be compensated for any eligible expenses incurred prior to the notice of cancellation/termination contingent upon the receipt of all outstanding reports and other documents required.



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IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Subrecipient Agreement effective as written above.

**Grantee**  
 ACCESS  
 By: Carrie Borgen  
 Executive Director

**Subrecipient**  
 City of Ashland  
 By: Joseph L. Lessard  
 City Manager

Carrie Borgen  
 Signature

Joseph Lessard  
 Signature

8-7-23  
 Date

8/3/23  
 Date

**Address of Administrative Office:**

**Physical Address**

3630 Aviation Way  
 Street Address

20 E. Main St.  
 Street Address

Medford, Oregon 97504  
 City, State Zip Codes

Ashland, OR 97520  
 City, State Zip Codes

**Email:** cborgen@accesshelps.org

**Email:** lessardj@ashland.or.us

**Mailing Address (if different from above)**

## Exhibit A

### Grant Activities

#### 1. Description

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including, but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

1. Prevent homelessness for 8,750 households statewide;
2. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
3. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

#### 2. Grant Activities

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.
- B. Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including, but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the

obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

- C. Housing Focused** All activities conducted under this Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status, or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.
- D. No Supplanting of Other Funds.** Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

**Category 1: Literally Homeless**—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);

- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or
- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

**Category 5: Unstably Housed**—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

**Category 6: Unsheltered Homelessness** – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria at time of initial engagement:
    - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - **Category 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

**F. Low Barrier Shelter Requirement.** Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or

agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety\* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

\*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;

- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services, but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

**G. New Shelter Bed Requirement.** New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

**H. Habitability Requirements.** Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:



- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

**I. Use of Grant Funds.** Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including, but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.

(i) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.

(ii) **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.

(iii) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.

B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.

C. Street outreach services, including housing navigation and placement services

D. Sanitation services

E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are

rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

- F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
  - ii. General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
  - iii. Board expenses (excluding meals);
  - iv. Planning and implementation of MAC group infrastructure
  - v. Organization-wide membership fees and dues specific to the Program;
  - vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
  - vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program, but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

### **3. Program Specific Reporting**

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient

shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to [HCS.REPORTING@hcs.oregon.gov](mailto:HCS.REPORTING@hcs.oregon.gov) prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
- (3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov). The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
- (5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.

- (6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.
- (7) Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

#### **4. Performance Measures**

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

#### **5. Restrictive Covenants for Shelter Facilities**

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

### Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

<b>Rehabilitation and Conversion Minimum Period of Use</b>		
<b>Type of Activity</b>	<b>Definition</b>	<b>Minimum Period of Use</b>
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

\* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

#### Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

# Oregon's ALL IN: Regional Planning Template and Funding Request

OR-502 (Medford, Ashland/Jackson County CoC)

## Contents:

- Overview
- Process
- Data Collection
- Community Analysis
- Goal Setting

## Overview

The purpose of Oregon's **All In initiative** is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 **households** statewide this year.



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The Oregon Housing and Community Services Department will deliver \$130,000,000 in funding to seven of Oregon's Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

- - Phase 1: January-February**
    - Determine additional state funding opportunities for unsheltered homeless services
    - Establish and begin managing MAC (multi-agency coordination) teams
  - Phase 2: February-March**
    - Determine regional impact and needs
    - Gather community priorities
    - Project this year's progress and possibility
    - Set goals and milestones
    - Confirm draft regional plan
  - Phase 3: March-April**
    - Determine local capacity for approved plan
    - Identify outstanding support and resource needs
    - Develop local implementation plans
  - Phase 4: April-December**
    - Monitor systems improvement
- Iterate on regional plan and strategies
- Support continuous quality improvement

**Phase 5: August-December**

- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state's funding process for homeless services under EO-23-02.

## Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

- 1) Data Collection
- 2) Community Analysis
- 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an \*.

### Data Collection

- o Partners\*
- o Population\*
- o Services\*

### Community Analysis

- o Stakeholder Engagement
- o Data Review
- o Impact Analysis
- o Community Priorities
- o Unmet Needs

### Goal Setting

- o Priority Strategies
- o Projections\*
- o Confirm Goals
- o Milestones

## **Data Collection**

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet\* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (\*) throughout this template.

## *Partners*

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis\* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and

interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in early in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

### *Population*

State partners have documented\* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis\* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data\* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

## **Community Analysis**

### *Part 1: Community Engagement and Data Review*

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

Given the constraints of the timeline and the scope of the prescribed process, the Jackson County Continuum of Care primarily relied on input from direct service providers regarding capacity for service expansion, current unmet needs, and identified barriers to meeting needs and addressing the initial priorities defined by the All In initiative and the specific activities to which the funding is being targeted. The MAC group was also able to leverage data from recent CHIP, CHA, and CNA as well as groups including the Chronic Homeless Outreach Project and the Jackson County Homeless Task Force to inform priorities and planning. In addition, the CoC focused its efforts on providing a range of perspectives through the composition of the MAC Group's members, looking primarily to those organizations that provide direct services to homeless

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and at-risk populations, and ensuring that organizations that serve the most vulnerable subpopulations, including organizations serving the Latinx and Farmworker communities – which is Jackson County’s largest minority population – had a seat at the table. These partners were included to assist the CoC in identifying how best to meet the three priorities set forth by the State, and to brainstorm additional local prioritized activities and possible pilot programs that have the potential to encourage greater regional coordination and develop resources to address unmet community needs while supporting successful outcomes at each stage of the continuum of housing.

- 2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

We recognize that unsheltered homelessness disproportionately impacts some populations and in Jackson County those populations include seniors and people with disabilities, families, and people of color. The data used to support this is largely qualitative and is represented by ongoing and increasing service needs. Code enforcement officers are reaching out to the CoC for support and funding to assist seniors at risk of becoming homeless through inability to maintain their housing. Migrant workers in the illegal marijuana fields are suffering great indignity and threat to their wellbeing and are not represented at all as they are too afraid to seek services or support. Families are struggling in doubled- and tripled-up situations or living in tents because of the absence of family-specific shelters that are safe and meet their specific needs. The Jackson County Homeless Task Force (JCHTF), a CoC Workgroup, is comprised of front-line staff, and those with lived experience, as well as administrative staff and community advocates. This group meets monthly to coordinate services, network, learn about new resources, and to identify emerging trends and changing demographics among the homeless population. The Jackson County Homeless Task Force has direct representation on the CoC board, and several of the CoC board members attend both meetings. The composition of the JCHTF and the consistency of their meetings allows greater opportunities for iterative discourse, as well as regular access and engagement across populations and organizational/regional boundaries. This rich community touchpoint provides the CoC board – and now the MAC group as well – with information about both current needs and emerging trends from a wide range of community groups.

*Part 2: Impact Analysis*

- 3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?  
1364
- 4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:
- a. Subpopulation 1: low/extremely low-income seniors and people with disabilities
  - b. Subpopulation 2: families
  - c. Subpopulation 3: people of color, primarily the Latino population and Farmworkers
- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?  
5%
- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?  
3%
- 7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?

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What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?

- a. Subpopulation 1: Rogue Valley Council of Governments, Senior and Disabled Services, ACCESS, Unite Oregon, St. Vincent dePaul, Rebuilding Together Rogue Valley, Hearts With a Mission, Living Opportunities, Compass House, Unete, APS, Rogue Retreat, Community Works
- b. Subpopulation 2: Maslow Project, Hearts With a Mission, Family Nurturing Center, ACCESS, Oasis Center of the Rogue Valley, Salvation Army, Rogue Retreat, Community Works
- c. Subpopulation 3: Unete, ACCESS, Coalicion Fortaleza, Northwest Season Workers Association, OHDC, Rogue Retreat, Community Works

8) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

- a. Subpopulation 1: Food/Nutrition Services, Rental Assistance, Utility Assistance, Weatherization Assistance, Age-in-Place services and home modifications, Social Supports, Social Security, Healthcare Services, SNAP
- b. Subpopulation 2: Rental Assistance, Utility Assistance, Food/Nutrition Services, Backpack food program for school-age kids, School-based supports, Counseling Services, ODHS Self-Sufficiency and Child Welfare, TANF, SNAP, Social Supports, Education, Employment Training, Transportation Assistance
- c. Subpopulation 3: Rental Assistance, Utility Assistance, Food/Nutrition Services, Social Supports, Education, Legal Assistance (Eviction Prevention and Immigration), Transportation Assistance, Employment Training

*Part 3: Community Priorities*

9) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

Housing Affordability

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- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects
- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing
- Housing Development
- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments

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- 10) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.
- Subpopulation 1: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, Other Renovations, Medical Care, Skilled Nursing Facility Care/Shortage, Service Coordination/Integration, Flexible forms of financial assistance, Mental Health Care/SUD Care, Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development
  - Subpopulation 2: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development
  - Subpopulation 3: Housing Affordability, Landlord Engagement, Food Security, Transportation, Housing Problem-solving, TBRA, HCV, PBRA, Flexible forms of financial assistance, Damage Repair, Security Deposits, Service Coordination/Integration, Conflict Mediation Services, Legal Services (housing retention and immigration), Service Providers – Organizational Capacity, Service Providers – Staff/Salary, Service Providers – Specific Expertise, Housing Development
- 11) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.
- Most Urgent: Affordable Housing and Landlord Engagement
  - Urgent and Critical: Housing Problem-solving assistance
  - Time Sensitive and Very Important: TBRA/PBRA/HCV
  - Not Time Sensitive but Very Important: Housing Focused Case Management
  - Important: Operations Support

## Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

### Part 1: Strategies to prevent unsheltered homelessness

Technical assistance and support to integrate **housing problem-solving into street outreach**.

Offering **flexible housing-related funding for institution-involved families, youth, and single adults** who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments
- Other flexible forms of financial assistance

Offering **flexible housing-related funding for older adults and people with disabilities** – including people with mental health conditions and/or substance use disorders –to reduce housing

Housing-focused case management

instability by providing access to housing-related home- and community-based services. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments

Other flexible forms of financial assistance

**Expand or establish geographically robust street outreach efforts** that provide access to the full menu of services available in your community. Eligible activities include:

- Service coordination and integration
- Harm reduction training
- Peer support
- Housing problem-solving assistance
- Conflict mediation
- Family reunification transportation assistance

**Funding encampment-specific prevention and shelter diversion to permanent housing or family reunification** (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- Housing-focused outreach
- Housing-focused case management
- Family reunification transportation assistance
- Housing problem-solving assistance
- Flexible emergency funding

*Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness*

**Technical assistance and support to re-evaluate current emergency shelter rules** that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

**Expand non-congregate shelter** through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements
- Related soft costs
- Replacement reserve

**Expand emergency shelter bed capacity** through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

*Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness*

- Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.
- Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

- Technical assistance and support to analyze your Continuum of Care region's funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.
- Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.
- Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services



Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

*Goals*

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

**Increase shelter capacity**  
 Our CoC Region will add a minimum of 67 emergency shelter beds by this date: 1/10/2024.

**Rapidly rehouse**  
 Our CoC Region will rapidly rehouse 133 people experiencing unsheltered homelessness by this date: 1/10/2024.

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Milestones

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding, in partnership with OHCS and OEM.

Month	Progress Milestones	Systems Improvement Actions
March 2023	<ul style="list-style-type: none"> <li>March 10 – Community Planning documents submitted</li> <li>Anticipate funding allocation</li> <li>Contingency Planning</li> <li>Implementation plan for MAC group evolution</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing MAC meetings to develop plan for ongoing work</li> <li>Plan strategy/timing for expanding MAC participation</li> <li>Respond to feedback from Community Planning documents</li> <li>Discuss community HMIS capacity/needs/training</li> </ul>
April	<ul style="list-style-type: none"> <li>Anticipate state funding contracts in place</li> <li>Final project selection complete</li> <li>Implement procurement approach</li> <li>OHCS TA for HMIS</li> </ul>	<ul style="list-style-type: none"> <li>Determine procurement approach</li> <li>Broaden community engagement to address specific needs (eg. Landlord engagement)</li> <li>Determine contract language</li> <li>Set distribution/reporting requirements</li> <li>Project tracking and amelioration discussion</li> </ul>

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	<ul style="list-style-type: none"> <li>• Program selection complete</li> <li>• Funds distribution plan complete</li> <li>• Project tracking plan in place</li> <li>• OHCS HMIS training initiated</li> </ul>	<ul style="list-style-type: none"> <li>• Project tracking strategy planning</li> <li>• Discuss collaborative plans for all RRH programs and develop guidelines</li> <li>• Discuss collaborative plans for street outreach teams</li> <li>• Discuss flexible funding strategies and access point for outreach teams</li> </ul>
June	<ul style="list-style-type: none"> <li>• Subcontractor procurement determined and in process</li> <li>• OHCS HMIS training completed</li> <li>• Publish RRH Program Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>• Collaborative RRH and Street Outreach efforts in place</li> <li>• Programs are developed in HMIS in accordance with state guidance</li> <li>• Discuss collaborative plans around landlord engagement</li> </ul>
July	<ul style="list-style-type: none"> <li>• Subcontractor contracts in place</li> <li>• Funded programs are serving households</li> <li>• Programs entering data into HMIS</li> <li>• Encampment/Street Outreach efforts active</li> </ul>	<ul style="list-style-type: none"> <li>• Create landlord engagement package including policies and procedures; collaborate with stakeholders</li> <li>• Expand MAC to include behavioral health providers</li> </ul>
August	<ul style="list-style-type: none"> <li>• Emergency shelters expanding capacity</li> <li>• Site work for additional emergency shelter begins</li> <li>• Renovation of 20 new beds for medically fragile discharges/seniors/disabled</li> <li>• Homelessness Prevention – 50 HH</li> <li>• ReHousing – 25 HH</li> </ul>	<ul style="list-style-type: none"> <li>• MAC reviews HMIS data and program reporting</li> <li>• Determine changing needs/update plans as needed</li> <li>• Review collaborative strategies for RRH</li> <li>• Discuss opportunities to expand connections to behavioral and physical healthcare for participants</li> </ul>

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	<ul style="list-style-type: none"> <li>• Homeless Prevention – 75 HH</li> <li>• ReHousing – 25 HH</li> <li>• Emergency Shelter – 17 new beds</li> <li>• Siting/Infrastructure in place for 60 new non-congregate ES</li> </ul>	<ul style="list-style-type: none"> <li>• MAC reviews HMIS data and program reporting – determine need for updates/changes</li> <li>• Continue to engage behavioral and physical healthcare providers to improve access and support for participants</li> </ul>
October	<ul style="list-style-type: none"> <li>• Homeless Prevention – 80 HH</li> <li>• ReHousing – 30 HH</li> <li>• Open 60 new non-congregate Emergency Shelter Beds</li> </ul>	<ul style="list-style-type: none"> <li>• MAC reviews HMIS data and program reporting – determine need for updates/changes</li> </ul>
November	<ul style="list-style-type: none"> <li>• Homeless Prevention – 80 HH</li> <li>• ReHousing – 30 HH</li> <li>• Renovation project complete</li> </ul>	<ul style="list-style-type: none"> <li>• MAC reviews HMIS data and program reporting – determine need for updates/changes</li> <li>• Discussion about All-In Program challenges and successes</li> <li>• Assess for next steps after 1/10/2024</li> </ul>
December	<ul style="list-style-type: none"> <li>• Homeless Prevention – 25 HH</li> <li>• ReHousing – 20 HH</li> <li>• New beds available for medically fragile discharges/seniors/disabled</li> </ul> <p>Discuss sustainability of new/expanded programs</p>	<ul style="list-style-type: none"> <li>• MAC reviews HMIS data and program reporting – determine need for updates/changes</li> <li>• Discussion about All-In Program challenges and successes</li> <li>• Plan for next steps after 1/10/2024</li> </ul>

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<b>Project Type</b>	<b>Units Available</b>	<b>Total Units</b>	<b>Avg. Cost Per Unit</b>
<i>Emergency Shelter Beds – Adult Only</i>	6	148	3000
<i>Emergency Shelter Beds – Adults with Children</i>	52	32	3000
<i>Emergency Shelter Beds - Youth</i>	0	15	3000
<i>Transitional Housing</i>	22	41	7000
<i>Joint Transitional Housing/Rapid Rehousing</i>			
<i>Rapid Rehousing</i>	20		2500
<i>Permanent Supportive Housing</i>	45	191	35000
<i>Other Permanent Housing</i>	5	56	593
<i>Housing Choice Vouchers</i>	0	2500	5600
<b>Service Type</b>	<b>Slots Available</b>	<b>Total Slots</b>	<b>Avg. Cost Per Service</b>
<i>Outreach</i>	2300	2208	900
<i>Rental Assistance</i>	155	105	7500
<i>Case Management</i>	585	633	1500
<i>Landlord Engagement</i>		0	2000
<i>Housing Navigation</i>	465	1223	3500

<b>Project Type</b>	<b>City</b>	<b>County</b>	<b>State</b>	<b>Federal</b>	<b>Private</b>	<b>Total</b>
<i>Emergency Shelter Beds – Adult Only</i>	\$506,346.00		\$1,170,293.00	\$48,584.00	\$76,694.00	\$1,801,917.00
<i>Emergency Shelter Beds – Adults with Children</i>	\$155,833.00	\$32,895.00	\$232,466.00	\$367,068.00	\$274,382.00	\$1,062,644.00
<i>Emergency Shelter Beds - Youth</i>						\$0.00

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<i>Transitional Housing</i>	\$22,500.00	\$141,822.00	\$111,026.00	\$46,249.00	\$321,597.00
<i>Joint Transitional Housing/Rapid Rehousing</i>					\$0.00
<i>Rapid Rehousing</i>		\$167,296.00	\$109,556.00		\$276,852.00
<i>Permanent Supportive Housing</i>	\$1,001,000.00	\$172,500.00	\$25,310,115.00	\$15,015,000.00	\$50,582,615.00
<i>Other Permanent Housing</i>	\$21,831.00	\$60,000.00	\$3,298,456.00		\$3,951,460.00
<i>Housing Choice Vouchers</i>			\$14,000,000.00		\$14,000,000.00
<i>Service Type</i>					\$0.00
<i>Outreach</i>	\$161,333.00	\$92,905.00	\$1,538,183.11		\$3,059,298.43
<i>Rental Assistance</i>		\$2,981,025.59	\$1,081,309.28	\$1,500.00	\$4,063,834.87
<i>Case Management</i>	\$14,359.00	\$1,274,124.96	\$90,627.18	\$75,429.00	\$1,454,540.14
<i>Landlord Engagement</i>					\$0.00
<i>Housing Navigation</i>		\$144,913.00		\$256,427.00	\$401,340.00
<b>Total Investments</b>	<b>\$1,883,202.00</b>	<b>\$358,300.00</b>	<b>\$45,954,924.57</b>	<b>\$15,745,681.00</b>	<b>\$80,976,098.44</b>

# MASTER GRANT AGREEMENT 2021-2023

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

#### 1. Disbursement of Grant Funds; Allowable Costs.

##### 1.1 Disbursement

**1.1.1 Funding Availability.** Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

**1.1.2 Implementation Report.** OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

**1.1.3 Notices of Allocation (NOAs).** Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

**1.1.4 Federal Funding Terms.** Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

##### 1.1.5 Backup Documentation; Substantiation.

**1.1.5.1** Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

**1.1.5.2** Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

**1.1.5.3 Approval by OHCS.** OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

**1.2 Conditions Precedent to Disbursement.** OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

**1.2.1** OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

**1.2.2** No default as described in Section 12 of this Exhibit B has occurred; and

**1.2.3** Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**1.3 Advances and Reimbursement of Grant Funds.**

**1.3.1 Generally.** Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

**1.3.2 Advance of Funds (Projected).** Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

**1.3.3 Reimbursement of Funds.** When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

**1.4 Disallowance of Costs.**

**1.4.1** OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

**1.4.2** If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.3** If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

**1.4.4** Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

**1.5 Unallowable Costs and Lobbying Activities.** Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR



Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

**1.6 No Duplicate Payments.** Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a debt not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

**1.7 Suspension of Funding and Project.** OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

## **2. Nonexclusive Remedies Related to Funding.**

**2.1 Spending Down and Reallocation Policy.** All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

### **2.1.1 Minimum Spending Targets:**

At 25% through expenditure period, at least 10% of the funding must be spent

At 50% through expenditure period, at least 25% of the funding must be spent

At 75% through expenditure period, at least 65% of the funding must be spent

At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding source's total allocation or a combined total of \$100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

**2.2 OHCS and Subgrantee Collaboration to Cure.** When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

### **2.3 Subgrantee Board and Housing Stability Council Notification Protocols.**

**2.3.1 Board Notification.** OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.

**2.3.2 Housing Stability Council Notification.** If all efforts to retain funding in Subgrantee’s intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

**2.4 Withholding, Retention, and Redistribution of Grant Funds.**

**2.4.1 Withholding.** OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

**2.4.2 Retention or Redistribution of Grant Funds.**

**2.4.2.1 Due to Non-Timely Use.** If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee’s Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.2.2 Due to Substantial Difference.** If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

**2.4.3 Repayment of Excess Disbursed Funds.**

**2.4.3.1 Due to Modified NOA.** If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.2 Due to Overpayment.** If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

**2.4.3.3 Return of Unexpended Funds.** Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

**3. Rollover Funds From a Prior Grant Agreement.**

**3.1** Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of “rollover” grant funds.

**3.2** Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

**4. Online Systems.**

**4.1** Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the “Sites”) at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

**4.2 Sites' Terms and Conditions.** As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

**4.3 Local Data Collection.** Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

**4.4 Data Rights.** Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting for this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

**4.5 Disclaimer of Warranties.** Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

**4.6 Limitation of Liability.** Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

**4.7 Indemnification.** Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

**5. Fixed Assets.** If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

**5.1 High Risk Items.** Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

**5.2 Equipment.** The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

**5.3 Insurance.** Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

**5.4 Loaned Equipment / Property Disposition.** All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

**5.5 Disposal Requiring Prior Approval.** When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

**5.5.1** Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

## **6. Compliance and Monitoring.**

### **6.1 Compliance.**

**6.1.1** Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

**6.1.2** Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

**6.1.3** Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

### **6.2 OHCS to Monitor Subgrantee.**

**6.2.1** OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

**6.2.2** OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

**6.2.3** OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

**6.2.4** OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

**6.2.5** OHCS may require Subgrantee to perform some level of random audit of Program applications.

**6.2.6** OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

**6.3 Subgrantee to Fully Cooperate.** Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

#### **6.4 Subgrantee to Monitor Its Subrecipients.**

**6.4.1** At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

**6.4.2** Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

#### **6.5 OHCS Findings and Reports.**

**6.5.1 Monitoring Visits; Reports.** During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

**6.5.2 Ongoing Monitoring.** OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

### **7. Representations and Warranties.**

**7.1 Organization / Authority.** Subgrantee represents and warrants that:

**7.1.1** Subgrantee is duly organized and validly existing in the State of Oregon;

**7.1.2** Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

**7.1.3** This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

**7.1.4** If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and  
**7.1.5** There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

**7.2 False Claims Act.** Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to OHCS under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

**7.3 No Limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

## **8. Confidentiality.**

**8.1** Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

**8.2** Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

**9. Insurance Requirements.** Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than \$500,000.00. In no event shall Automotive insurance coverage be less than \$500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers’ liability insurance coverage limits of not less than \$500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

## **10. Subgrantee Status and Certifications.**

**10.1** Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

**10.2** Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee’s agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

**10.3** Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

**10.4** Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

**10.5** Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

**10.5.1** Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

**10.5.2** Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

**10.5.3** Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 10.5.2 of this Exhibit B above;

**10.5.4** Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

**10.5.5** Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

**11. Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **12. Default.**

**12.1 Subgrantee.** Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

**12.1.1** Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

**12.1.2** Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

**12.1.3** Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

**12.1.4** A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

**12.2 OHCS.** OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

## **13. Remedies.**

### **13.1 OHCS Remedies.**

**13.1.1** In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

**13.1.2** Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

**13.1.3 No Waiver.** No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

**13.1.4 Survival.** Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

**13.2 Subgrantee Remedies.** In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

#### **14. Termination.**

**14.1 Mutual.** This Agreement may be terminated at any time by mutual written consent of the Parties.

**14.2 By OHCS.** OHCS may terminate this Agreement as follows:

**14.2.1** At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

**14.2.2** Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

**14.2.3** Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

**14.2.4** Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

**14.3 By Subgrantee.** Subgrantee may terminate this Agreement as follows:

**14.3.1** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

**14.3.2** If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

**14.3.3** Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

**14.4 Cease Activities.** Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

#### **15. Miscellaneous.**

**15.1 Conflict of Interest.**

**15.1.1 Generally.** By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement



and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

**15.1.2 Conflict of Interest Policy and Reporting.** A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

**15.2 Nonappropriation.** OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

**15.3 Amendments.**

**15.3.1** OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

**15.3.2** Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

**15.3.3** All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

**15.4 Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

**15.5 Required Notifications to OHCS.** In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

**15.6 Survival.** All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**15.7 Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

**15.8 Severability.** The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**15.9 Execution in Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**15.10 Indemnity.** Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

**15.11 Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

**15.12 Compliance with Law.** In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

**15.13 No Third-Party Beneficiaries.** OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**15.14 Assignment and Successors.** Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**15.15 Contracts and Subgrants.** Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

**15.16 Time of the Essence.** Time is of the essence in the performance of this Agreement.

**15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

**15.18 Records Maintenance and Access.** Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

**15.19 Audits.**

**15.19.1 OHCS Required Audits.** As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

**15.19.2 Federal Audits.** If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

**15.20 Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**15.21 Agreement Documents.** This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

**15.22 Merger.** This Agreement, all Exhibits, and all incorporated documents, 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 Agreement.

**15.23 Waiver.** No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**15.24 Diversity, Equity, and Inclusion.** OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

*[The balance of this page is intentionally left blank.]*

# MASTER GRANT AGREEMENT 2021-23

## EXHIBIT C

### SPECIAL PROVISIONS

#### 1. Procurement.

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

##### a. **Contracts for Goods and Services.**

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law.  
[http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login).
2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:
  - a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.
  - b. Comply with Exhibit B, Section 5, Fixed Assets.

##### b. **Construction Contracts.**

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.
2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, <https://www.oregon.gov/ccb/Pages/index.aspx>

#### 2. Wage Determinations.

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; [www.wdol.gov](http://www.wdol.gov); and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (PWRL) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

### **3. Emerging Small, Minority, Women-Owned Business Objectives.**

It is an important business objective of OHCS to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. <https://oregon4biz.diversitysoftware.com/>

### **4. Subrecipient Agreements (Subawards).**

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

- a. The services or benefits that the Subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).
- c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.
- d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

### **5. Subgrant or Contractual Determination.**

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

**a. Use of Judgment in Making Determination.**

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

**b. Applicability to For-profit Subrecipients.**

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

**c. Compliance Responsibility for Contractors.**

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

**6. Responsibility for Work.**

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

**7. Implementation Report(s) and Budget(s).**

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

**8. Maintenance of Programmatic Capacity and Non-Compliance.**

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

**9. Financial Integrity.**

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

- a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.
- b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:
  1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.
  2. In payment of eligible activities or services performed under this Agreement.
  3. In payment of services performed or supplies delivered during the applicable Program Element period;
  4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and
  5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.
- c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.
- d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:
  1. An agreement that complies with the requirements of this Agreement.
  2. Documentation of the non-profit status of the subrecipient; and
  3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.
  4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.
- e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:
1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.
  2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.
  3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.
- f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

#### **10. Programmatic Integrity**

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.

Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

#### **11. Reporting**

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.



FSRs (Financial Status Reports) are due to OHCS on the 20<sup>th</sup> of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

**12. Eligibility Determination.**

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

*[The balance of this page is intentionally left blank.]*

**2021-2023 MASTER GRANT AGREEMENT**  
**Exhibit F, Program Element, General Terms and Conditions**

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Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Assure that program funds are used only for program services consistent with program requirements.
- 2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 4) Serve only households whose eligibility has been determined in compliance with program requirements.
- 5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
  - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
  - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
  - d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
  - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

## City of Ashland Monthly Congregate Shelter Cost-CORRECTED

Melissa Markos <mmarkos@accesshelps.org>

Sat 2/17/2024 2:10 PM

To: Sabrina Cotta <sabrina.cotta@ashland.or.us>; Doug McGeary <doug.mcgeary@ashland.or.us>; Linda Reid <linda.reid@ashland.or.us>

Cc: Melanie Doshier <mdoshier@accesshelps.org>; Carrie Borgen <cborgen@accesshelps.org>; Anne Gesling <agesling@accesshelps.org>

[EXTERNAL SENDER]

Dear Sabrina,

In our haste to get this to you late Friday, the original email contained a few typos. They are corrected in the email below along additional clarifications. Our apologies for any inconvenience the original email caused.

Thank you,

Melissa Markos

*Grants/Relationship Manager- COC OR-502 Lead*

P: (458) 488-1216

[www.accesshelps.org](http://www.accesshelps.org)



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Dear Sabrina,

I hope this email finds you well. Per your request, we conducted an analysis of the average operational and facility cost of a congregate nightly shelter in Jackson County. We have determined the average cost ranges from \$2,000 to \$3,000 per bed per month.

In the interest of aligning our efforts with other community investments, we have prepared a breakdown of the initial and proposed additional investment for the facility as well as the operational costs of a 30-bed shelter over a 10-year period. Please note that the operational costs include all services.

We used the 10-year period for this example because that is the amount of time it would take for the Ashland nightly shelter to compare with other Jackson County shelter monthly costs per bed. Also, the 10-year period is what was asked in the application and answered in the affirmative by the City of Ashland. This application was used by the rating and ranking committee to determine which community partners received funds through the Executive Order.

Please let me know if you need additional clarification or information.

### **Cost Breakdown**

**Initial Investment:** \$1,158,200

**Building Remodel Investment:** \$1,800,000

**Operational Period 10 years:** \$8,400,000 (\$70,000 per month for 30 beds)

**Total 10-year Investment:** \$11,358,200

**Per Bed/Per Month Cost:** \$3,155

Please let us know if this 10-year commitment would work for the City of Ashland as soon as possible. Should you require any further information or clarification regarding these figures, please do not hesitate to reach out. We are committed to assisting you in your endeavors to enhance community services and support initiatives for those in need.

Thank you,

**Melissa Markos**

*Grants/Relationship Manager- COC OR-502 Lead*

P: (458) 488-1216

**[www.accesshelps.org](http://www.accesshelps.org)**

