To request translation or disability-related accommodations, please contact us at **hcddadmin@clackamas.us**| **971-442-3954**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcddadmin@clackamas.us** | **971-442-3954**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcddadmin@clackamas.us** | **971-442-3954**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcddadmin@clackamas.us** | **971-442-3954**.

如需翻译服务或残障相关的协助，请与我们联系：**hcddadmin@clackamas.us** | **971-442-3954**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcddadmin@clackamas.us** | **971-442-3954.**

Clackamas County
www.clackamas.us

Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

December 3, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #5 with AntFarm for the Molalla Resource Center Day Center Housing Supportive Services. Amendment Value is $477,085.22 and no additional time. Total Agreement Value is $2,017,610.02 for 37 months. Funding is through the Oregon Housing and Community Services Department. No County General Funds are involved.

Previous Board Action/Review:
Original Agreement March 24, 2025, BCC-Agenda Item 20250320 III.D.8;
Amendment #01 July 24, 2025, BCC-Agenda Item 20250724 II.E.6;
Amendment #02 March 5, 2026, BCC-Agenda Item 202605 IV.D.4;
Amendment #03 July 1, 2026, County Administrator
Amendment #04 August 6, 2026, BCC-Agenda Item 20260806 V.E.2
Performance Clackamas: Safe, Secure and Livable communities

Counsel Review: Yes: Andrew Naylor **Procurement Review:** N/A
Contact Person: Vahid Brown **Contact Phone:** (971) 334-9870

EXECUTIVE SUMMARY: The Health, Housing & Human Services Department requests approval of an Amendment to a Subrecipient Agreement with AntFarm for the commencement of day center housing supportive services at the Molalla Resource Center.

AntFarm, a nonprofit 501(c)(3) organization, was awarded funds in 2023 to establish a resource center in the City of Molalla as part of an ambitious strategy to build a countywide system of care to address and prevent homelessness, including rural areas.

The original agreement with AntFarm provided funds for phase I of the project, to acquire the property for the Resource Center and for the provision of approximately 20 units of emergency shelter. Amendment 1 provided the architectural and design services to adapt the acquired location for the specific use as a Resource Center (phase II). Amendment 2 provided funds to implement the design improvements through a construction contract with A.C. Schommer & Sons, Inc. (Phase III). Amendment 3 extended the Agreement to the end of FY 26-27 to allow for the finishing of the construction phase. Amendment 4 added funds for the construction of a right-of-way required by the City of Molalla.

This current Amendment 5 provides for phase IV of this project which constitutes the provision of Day Center Housing Supportive services through the end of the current fiscal year.

Funding is through the State of Oregon's Oregon Housing and Community Services Department grant No. 9313. No County General funds are involved.

The Health, Housing & Human Services Department requests approval of Amendment 5 to the Subrecipient Agreement with AntFarm for the provision of day center housing supportive services at the Molalla Resource Center property.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve Amendment 5 (11636) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services

Subrecipient Amendment
Health, Housing and Human Services Department

Subrecipient Agreement Number: 11636	Board Order Number:
Department/Division: H3S/HCDD	Amendment No. 5
Subrecipient: AntFarm	Amendment Requested By: Vahid Brown

Changes: ☐ Agreement Time ☒ Agreement Budget
☒ Scope of Service ☐ Others

Justification for Amendment:

This Amendment #5 to Subrecipient Agreement 11636 is entered into between **AntFarm** ("SUBRECIPIENT") and **Clackamas County** ("COUNTY") and shall become part of the subrecipient agreement documents (the "Agreement") entered into between both parties on March 26, 2025 ("Agreement").

This Amendment #5 supports SUBRECIPIENT's Molalla Day Center Housing Supportive Services program and increases the maximum compensation by $477,085.22, to a revised value of $2,017,610.02.

Amendment #5 is effective upon execution by both parties. Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***"bold/italic"*** font for easy reference.

AMEND:

4. Grant Funds. COUNTY's funding for this Agreement consists of supportive housing service funds received through the State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 8203, Senate Bill 5511. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is $735,800.00 for phase one, as described in Exhibit A. Grant funds will be distributed in three phases. During the first phase COUNTY will pay an advance of a fixed unit grant in the amount of $735,800.00, of which $685,800.00 will be used by SUBRECIPIENT for property acquisition, as further described in Exhibit A. Additionally, after acquisition, SUBRECIPIENT will utilize the property to provide front door shelter services, as further described in Exhibit A. SUBRECIPIENT must use $50,000 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

This program will be continued through the second and third phases with additional requirements and appropriated funds as they become available, and will only be approved upon issuance of a financial or fiscal amendment to this Agreement or as a new contract, on such additional terms and conditions as

required by COUNTY. A Phase IV may be necessary for continued provision of services at the location. This will be accomplished by executing an amendment to this SUBRECIPIENT agreement.

COUNTY's funding for Phase III of this Agreement consists of grant funds received through the State of Oregon, Department of Administrative Services ("DAS"), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is $765,124.80 for Phase III, to include construction services for the Right-of-Way, as described in the revised Exhibit A.

The COUNTY's obligation to provide SUBRECIPIENT with grant funding is conditional upon compliance with the terms and conditions contained herein, and disbursements will be made in accordance with the requirements contained in Exhibits B: Subrecipient Program Budget, and C: Required Financial Reporting and Payment Request. Failure of SUBRECIPIENT to comply with the terms of this Agreement may result in withholding of payment, a requirement to return funds, or any other right or remedy available to COUNTY under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination of the Eligible Expenditure Period described in Section 1 if award conditions are not met.

Phase II of this program consists of Architectural Services to be provided by AntFarm, including services for the Right-of-Way. This cost or expenditure incurred by AntFarm for Phase II Work will be covered by a grant or loan from the City of Molalla, the County will reimburse the Architectural Services expenses to AntFarm.

In consideration for SUBRECIPIENT performing additional Work and incurring Architectural services expenses during Phase II of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed $39,600.00. The total Agreement compensation for the contract up to phase II will not exceed $775,400.00.

Phase III of this program consists of bidding on construction of the site and the actual construction process, provided by AntFarm and their hired Contractor. The County will reimburse AntFarm for the expenses incurred by AntFarm for this Phase III.

In consideration for SUBRECIPIENT performing additional Work and incurring bidding and construction services expenses during Phase III of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed $773,874.80.

The County is adding construction contingency funds up to 15% of the AntFarm or Antfarm Youth Services-Molalla Resource Center Project, for possible unforeseen site conditions on the existing property (i.e., structure and land). This existing property may have additional Scope of Work not discovered by the AntFarm hired project architect, which developed the scope of work. Both agencies (i.e., Clackamas County and AntFarm) support this need for adding construction contingency for unforeseen site conditions related to the start and completion of the project.

The County is also reimbursing Antfarm for project management in the amount of $ 13,312.00.

This project has been awarded to: Gen. Contractor A. C. Schommer & Sons, Inc., for: $557,011.13
The requested Construction Contingency of 15% is: $83,551.67
Project Management by AntFarm Staff adds: $13,312.00
Funds added for architectural and design services and construction of the Right-of-Way is: $120,000.00
For a reimbursement billable total from the County to AntFarm of: $773,874.80
The total Agreement compensation including contingency funds and additional architectural and design services and construction of the Right-of-Way funds, will not exceed $1,540,524.80

TO READ:

4. Grant Funds. COUNTY's funding for this Agreement consists of supportive housing service funds received through the State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 8203, Senate Bill 5511. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is $735,800.00 for phase one, as described in Exhibit A. Grant funds will be distributed in ***four*** phases. During the first phase COUNTY will pay an advance of a fixed unit grant in the amount of $735,800.00, of which $685,800.00 will be used by SUBRECIPIENT for property acquisition, as further described in Exhibit A. Additionally, after acquisition, SUBRECIPIENT will utilize the property to provide front door shelter services, as further described in Exhibit A. SUBRECIPIENT must use $50,000 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

This program will be continued through the second***, third, and fourth*** phases with additional requirements and appropriated funds as they become available, and will only be approved upon issuance of a financial or fiscal amendment to this Agreement or as a new contract, on such additional terms and conditions as required by COUNTY. Phase IV ***is*** necessary for continued provision of services at the location. This will be accomplished by executing ***this*** amendment ***#5*** to this SUBRECIPIENT agreement.

COUNTY's funding for Phase III of this Agreement consists of grant funds received through the State of Oregon, Department of Administrative Services ("DAS"), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is $765,124.80 for Phase III, to include construction services for the Right-of-Way, as described in the revised Exhibit A.

The COUNTY's obligation to provide SUBRECIPIENT with grant funding is conditional upon compliance with the terms and conditions contained herein, and disbursements will be made in accordance with the requirements contained in Exhibits B: Subrecipient Program Budget, and C: Required Financial Reporting and Payment Request. Failure of SUBRECIPIENT to comply with the terms of this Agreement may result in withholding of payment, a requirement to return

funds, or any other right or remedy available to COUNTY under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination of the Eligible Expenditure Period described in Section 1 if award conditions are not met.

Phase II of this program consists of Architectural Services to be provided by AntFarm, including services for the Right-of-Way. This cost or expenditure incurred by AntFarm for Phase II Work will be covered by a grant or loan from the City of Molalla, the County will reimburse the Architectural Services expenses to AntFarm.

In consideration for SUBRECIPIENT performing additional Work and incurring Architectural services expenses during Phase II of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed $39,600.00. The total Agreement compensation for the contract up to phase II will not exceed $775,400.00.

Phase III of this program consists of bidding on construction of the site and the actual construction process, provided by AntFarm and their hired Contractor. The County will reimburse AntFarm for the expenses incurred by AntFarm for this Phase III.

In consideration for SUBRECIPIENT performing additional Work and incurring bidding and construction services expenses during Phase III of this Agreement, COUNTY shall pay SUBRECIPIENT an amount not to exceed $773,874.80.

The County is adding construction contingency funds up to 15% of the AntFarm or Antfarm Youth Services-Molalla Resource Center Project, for possible unforeseen site conditions on the existing property (i.e., structure and land). This existing property may have additional Scope of Work not discovered by the AntFarm hired project architect, which developed the scope of work. Both agencies (i.e., Clackamas County and AntFarm) support this need for adding construction contingency for unforeseen site conditions related to the start and completion of the project.

The County is also reimbursing Antfarm for project management in the amount of $ 13,312.00.

This project has been awarded to: Gen. Contractor A. C. Schommer & Sons, Inc., for: $557,011.13
The requested Construction Contingency of 15% is: $83,551.67
Project Management by AntFarm Staff adds: $13,312.00
Funds added for architectural and design services and construction of the Right-of-Way is: $120,000.00
For a reimbursement billable total from the County to AntFarm of: $773,874.80

Phase IV of this project consists of Day Center Supportive Housing Services to be provided at the Molalla Resource Center site. COUNTY will fund Phase IV of this project with $477,085.22 in grant funds received through the State of Oregon's Oregon Housing and Community Services Department Grant No. 9313.

The total maximum not-to-exceed grant amount COUNTY may pay SUBRECIPIENT is $2,017,610.02.

ADD THE FOLLOWING TO EXHIBIT A:

***

Phase IV

In this phase IV, SUBRECIPIENT will provide Day Center Supportive Housing services at the Molalla Resource Center location.

DAY CENTER SUPPORTIVE HOUSING SERVICES SCOPE

SUBRECIPIENT operates the Molalla Resource Center which serves as the "front door" to shelter services in rural Clackamas County. SUBRECIPIENT provides coordinated access to housing, shelter, and supportive services through site-based engagement to individuals and families experiencing or at risk of homelessness. SUBRECIPIENT's direct engagement methods incorporates the provision of safety on the street's resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services, including shelter, transitional, or permanent housing. SUBRECIPIENT participates in or facilitate "warm hand off", connections to shelter, housing navigation, and rental assistance resources.

SUBRECIPIENT's program will work with the Clackamas County Housing Services Team (HST) Program Planners and County Coordinated Housing Access (CHA) team to provide engagement, problem solving, matching, warm hand-offs to services, relocation assistance and support as needed.

Funds provided under this Agreement must be used to prioritize people with the highest safety and health vulnerabilities (and their household members). SUBRECIPIENT will work with the HST and CHA to establish and/or approve prioritization policies. Resource Center staff will participate in regularly scheduled ongoing Quality Assurance meetings and training with CHA team to ensure accurate assessments are being submitted.

SUBRECIPIENT will provide CHA screenings, assist with by-name list (BNL) outreach efforts, and collect information for the Built for Zero (BFZ) initiative. BFZ is an initiative led by national non-profit Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally.

SUBRECIPIENT should prioritize connecting with our community's most vulnerable individuals who have struggled to maintain consistent connection to our system.

SUBRECIPIENT must provide connections to housing navigation and supportive housing case management services, rental assistance resources through CHA screening, and must enter all necessary data into the HMIS system in accordance with the Reporting Requirements set forth in this Exhibit A. Services offered by SUBRECIPIENT must be voluntary for participants and must be based on participant's stated needs and preferences. However, SUBRECIPIENT may set policies and expectations for participants to follow when accessing outreach and engagement services. SUBRECIPIENT must utilize available HST guidance and procedures for non-engagement

of individuals, coverage, safety, and partnerships. When exit to a housing resource is not an option, SUBRECIPIENT will connect the individual to other safety on the streets resources if available.

SUBRECIPIENT will provide HST with information regarding the days and times during which their site-based outreach will be available. SUBRECIPIENT will also communicate in a timely manner to HST and engaged participants any changes in operations or schedule that may affect the previously established days and times when their services will be available to the community.

Resource Center Core Responsibilities:

1. Coordinated Entry

Households experiencing homelessness and seeking housing or shelter assistance will be connected to Clackamas County's Coordinated Entry (CE) system and the CHA phone line for assessment. Resource Center staff will work closely with the County CHA team to coordinate housing problem-solving, referrals, shelter options, housing resources, and follow-up.

Measures:

- ***100% of households seeking housing or shelter assistance will be offered connection to CHA/CE.***
- ***Track the number of households connected to CHA and completing a CE assessment.***
  - ***Complete CHA Assessment/BNL entries of newly homeless/newly enrolled participants within 3 days of engagement***

2. Housing-Focused Planning

SUBRECIPIENT will meaningfully attempt to use Housing Diversion, a client focused minimal intervention approach, with each participant. Households receiving housing assistance will have an individualized plan identifying next steps toward safe and stable housing.

Measures:

- ***100% of households receiving ongoing housing assistance will have a documented housing/service plan.***
- ***Track households connected to shelter, rental assistance, prevention, rapid rehousing, permanent housing, or other housing resources.***
  - ***At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with SUBRECIPIENT***

3. Resource Center Services

In operating its Molalla Resource Center, SUBRECIPIENT will offer the following services:

- ***Build trusting relationships with participants.***
- ***Provide safety on the street resources (e.g., food, survival gear, toiletries).***
- ***Assist in identification and removal of barriers to permanent housing placement.***
- ***Provide information about and assistance in connecting to mainstream services and benefits (e.g., SNAP, Oregon Health Plan enrollment, behavioral health centers, food pantries).***
- ***Offer Housing First Response or Housing Problem Solving conversation.***
- ***Assist in obtaining appropriate documents to access housing, employment, and other needed services, with consideration for the needs of immigrant/vulnerable populations.***
- ***Provide individualized resource referral and connection, including but not limited to:***

- ***Shelter Services***
- ***Mental/Behavioral Health Resources***
- ***Healthcare***
- ***Recovery Services***
- ***Domestic Violence Resources***
- ***Provide outreach, including pre-identified people on by-name list, with the goal of connecting to longer-term housing resources and/or shelter.***
- ***Assist households experiencing homelessness in accessing temporary hotel accommodations by coordination with Clackamas County's Social Services Division (CCSSD) to access State Homelessness Assistance Program funding.***
- ***Assess household needs, coordinate motel shelter referrals with CCSSD, and support households in identifying appropriate next steps toward housing stability***
- ***Develop client service and housing stability plans with households accessing motel shelter, document referrals provided to additional services, such as housing navigation, rental assistance programs, recovery housing, or higher levels of residential care programs***
- ***Support households accessing motel shelter during the duration of their accommodation with support meeting basic needs and adhering to policies and expectations for guests at the motel property***
- ***If participant is unable to engage semi-independently, support timely transition to higher level of care or long-term residential treatment programs.***
- ***Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions.***

Measures:

- ***Track the number of individuals/households served.***
  - ***95% of participants entered in HMIS within 3 business days of intake, ensuring Universal Data Element (UDE) completeness.***
  - ***95% of changes in participant status updated in HMIS within 3 business days, including updating program entries, exits, annual review, status changes and entering case managers.***
- ***Track services provided and referrals made.***
  - ***Ensuring Service Transactions are made each time contact is made with participant.***

Targets

Definition: Targets are specific and measurable outcomes by which a partner's performance is evaluated.

Outcome	*Performance Targets*	*Data Source*	*Program Types (NAV, RRH, SHCM, Outreach, SOS)**
Data Completeness	*95% participants entered in HMIS within 3 business days of intake, ensuring Universal Data Element (UDE) completeness.*	*HMIS*	*All*
Data Accuracy	*95% of changes in participant status updated in HMIS within 3 business days, including updating program entries, exits, annual review, status changes*	*HMIS*	*All*

	and entering case managers.		
Housing Stability	***On avg, the amount of time from 1st contact to program engagement will be no more than 30 days.***	***HMIS***	***Outreach***
Effective Services	***Make 1st effort at contact with people referred from by name list within 5 business days.*** ***Complete CHA assessment/BNL entries of newly homeless within 3 days of engagement*** ***Contact made with at least XX households within the 1st 12 months of contract*** ***50% of participants with at least 1 contact will fully engage in services*** ***90% of eligible service area has adequate outreach coverage***	***HMIS*** ***GIS Tool***	***Outreach***
Housing First Response/ Diversion	***At least 10% of those referred to or seeking shelter are provided with Housing First Response to find other safe, temporary shelter or long-term options, diverting them from entering the shelter.***	***HMIS***	***SOS***
Effective Services	***Non-Pod Programs: Average length of program participation below 90 days, with a goal to reduce to 45 days.*** ***Pod Programs: Average length of program participation below 365 days, with a goal to reduce to 274 days.*** ***Average time from entry to connection to housing resource within 30 days.***	***HMIS/ Comp Site HMIS*** ***HMIS***	***SOS***
Optimal Occupancy	***Once at full program capacity, maintain at least 95% occupancy, based on stated capacity.***	***HMIS - See Data outcomes***	***SHCM*** ***RRH*** ***SOS*** ***NAV***
Ending Homelessness	***At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with SUBRECIPIENT***	***HMIS***	***Outreach*** ***SOS***

****(NAV – Navigation, SHCM – Supportive Housing Case Management, RRH – Rapid Rehousing, SOS – Safety off the Streets)***

REPLACE EXHIBIT B: SUBRECIPIENT PROGRAM BUDGET, WITH THE FOLLOWING:

EXHIBIT B

SUBRECIPIENT Program Budget

PROGRAM NAME: AntFarm Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	
PHASE I: Total Agreement Value for Phase I is $735,800.00. $685,800.00 capital funds for the acquisition of the Project Site; and $50,000.00 for provision of shelter services through June 30, 2025. PHASE II: Total Agreement Value for Phase II is $39,600.00, increasing the Total Agreement Value to $775,400.00. $39,600.00 for Architectural services, to include the Right-of-Way. PHASE III: Total value for Phase III is $765,124.80, increasing the Total Agreement value to $1,540,524.80. Phase III expenses are for bidding and construction services and AntFarm's Project Management services, to include the Right-of-Way. ***Phase IV: Total Agreement Value for Phase IV is $ 477,085.22, increasing the Total Agreement Value to $2,017,610.02.*** ***Phase IV expenses are for the provision of Day Center Supportive Housing Services.***	

FY 2026-27 Molalla Resource Center 11636 Budget (Statewide Shelter Program)		
Personnel		
District Manager	1 FTE $35 x 2080 hours	$72,800.00
Site Coordinator	1 FTE Site Coordinators $30 x 2080 hours	$62,400.00
Navigator	3 .75 FTE employees $20 x 1040 hours	$46,800.00
Receptionist	1 FTE $22 x 2080 hours	$45,760.00
Fringe, Benefits, Taxes	Fringe, benefits, and taxes for 6 positions	$63,772.80
	Personnel Subtotal:	**$291,532.80**
Program Operations - Materials and Supplies		
Furniture	Office desks, chairs, waiting area seating, conference table	$8,950.00
Telephone / Technology	$150 for telephone; $100 Internet and Data Security	$3,000.00
Office Supplies	Office supplies @ $150/mth plus office equipment rental $200/mth	$4,200.00
Case Management Software	Case Management Software	$4,800.00
Insurance	Building and liability insurance	$12,000.00
Utilities	$500 water and sewer, power $300, garbage $100, janitorial $200 per month	$13,200.00
	Program Operations - Materials and Supplies Subtotal:	**$46,150.00**
Client Services		
Flex Funding	Flex funds to reduce barriers, enhance skills training, provide crisis support	$25,000.00
	Client Services Subtotal:	**$25,000.00**
	Resource Center Operations Subtotal:	**$362,682.80**
Indirect Administration		
Administration	15% of Total	$54,402.42
	Indirect Admin Subtotal:	**$54,402.42**
	Statewide Shelter Program Molalla Center Total:	**$417,085.22**
FY 2026-27 Temporary Hotel Shelter Programming (County General Fund)		
Personnel		
Outreach Specialist	1 .5 FTE Outreach Specialist $28 x 2080 hours	$29,120.00
	Personnel Subtotal:	**$29,120.00**
Program Operations - Materials and Supplies		
Technology	Laptop/Phone (Phone line $35/mth)	$2,420.00
Supplies	Office Supplies ($340 x 12 months)	$4,080.00
Supplies	Food and hygiene items (100 clients x $70)	$7,000.00
Transportation	fuel, insurance, maintenance (800 x 12 months)	$9,600.00
	Program Operations - Materials and Supplies Subtotal:	**$23,100.00**
Indirect Administration		
Administration	15% of Total	$7,780.00
	Indirect Admin Subtotal:	**$7,780.00**
	CGF Temporary Hotel Shelter Programming Total:	**$60,000.00**
	FY 2026-27 Total Budget:	**$477,085.22**

REPLACE EXHIBIT C: REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST WITH THE FOLLOWING:

EXHIBIT C:
Required Financial Reporting and Payment Request

Phase I funds for the acquisition of the Project Site will be wired by COUNTY directly to escrow to facilitate closing on the Property. SUBRECIPIENT must provide COUNTY with closing instructions and/or any other information needed to make payment(s) necessary to close no less than 72 hours before payment deadline. SUBRECIPIENT is responsible for all costs necessary to acquire the Property in excess of $685,800.00.

The total amount for Phase I is $735,800.00 ($685,800.00 for the acquisition of the property and
$50,000.00 for the provision of emergency shelter services). The emergency shelter services amount of $50,000.00 will be provided to SUBRECIPIENT as a one-time advancement.

Invoices shall reference the above Agreement number and be submitted to: HCDD-AP@Clackamas.us

Required Financial Reporting and Payment Requests for subsequent phase(s) of funding will be incorporated, as needed, through amendment to this grant agreement, or in a new contract.

Phase II of this Agreement added $39,600.00 for Architectural services, increasing the Total Agreement Value to $775,400.00. Compensation will be on reimbursement basis.

Phase III of this Agreement added $765,124.80 for bidding and Construction services, including AntFarm project management and the construction of the Right-of-Way, increasing the Total Agreement Value to $1,540,524.80. Compensation will be on reimbursement basis.

Phase IV of this Agreement will start at execution of Amendment #5 and will add $477,085.22 for Day Center Supportive Housing services, increasing the Total Agreement Value to $2,017,610.02.

REPLACE EXHIBIT F, FUNDER-SPECIFIC PROGRAM REQUIREMENTS, WITH THE FOLLOWING:

EXHIBIT F

Funder-Specific Program Requirements

State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 8203, Senate Bill 5511, attached hereto and incorporated herein, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below.

SUBRECIPIENT shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

Consistent with the Plan as well as any applicable Notice of Allocation ("NOA"), Grant Funds may be utilized for the following purposes:

1. Acquisition, construction, conversion, or rehabilitation of shelters that sustain the shelter beds created through HB 5019 funds, in accordance with the terms of this Agreement, including but not limited to Sections 2(F) and 2(G) of this Exhibit A.

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

    b. **Conversion** means changing the function of a piece of property from one use to another.

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

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

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

For Phase III of this project:

State of Oregon, Department of Administrative Services ("DAS"), Intergovernmental Agreement 107-2022-5202-15, attached hereto and incorporated herein as Exhibit I, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below.

SUBRECIPIENT shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

a. Support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them. Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents.

b. Hygiene services including portable toilets, shower trucks, laundry services, storage,

washing stations, hygiene supplies and related services to people experiencing homelessness.

c. Outreach services to connect people to shelter, housing, and services.

For Phase IV of this project:

State of Oregon's Oregon Housing and Community Services Department Grant No. 9313, attached hereto and incorporated herein as Exhibit J, requires that SUBRECIPIENT to provide shelter operations and safe temporary emergency placement sites, in accordance with Grant No. 9313. SUBRECIPIENT shall perform in accordance with all requirements set forth in Exhibit J including, but not limited to, the follow:

SUBRECIPIENT shall comply with Confidentiality requirements described in Sections 10.1 and 10.2 of the Grant.

According to Section 11.1.3 of the Grant 9313, SUBRECIPIENT shall indemnify, defend (subject to ORS chapter180), save and hold harmless the State of Oregon and its officers, employees and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's subgrantee or contractor, including a contractor's subcontractors, or any of the officers, agents, employees of the contract ("Contractor Tort Claims"). It is the specific intention of the Parties that the indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Grant.

SUBRECIPIENT shall maintain all required insurance policies in accordance with Section 12.4 of Grant No. 9313.

ADD TO AGREEMENT:
Exhibit J – Grant Agreement No. 9313

[Signatures in the following page]

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

AntFarm

Signed by:
Kim Wheeler
3E75030E4BE947D...

11/10/2026

Authorized Signature Date

Kim Wheeler

Printed Name

Clackamas County

Signature Date

Name: _____

Title: _____

Approved for Legal Sufficiency:

11/16/2026

County Counsel Date

Docusign Envelope ID: AA929771-2AD4-8835-810C-8B01F2AD0C0D 20260813 V.D.7

STATE OF OREGON
GRANT AGREEMENT

Grant No. 9313

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Housing and Community Services Department ("Agency") and Clackamas County ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Pursuant to House Bills 3644 (2025) and 5011 (2025) as well as ORS 456.625(17), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Agency is responsible for creating a Statewide Shelter Program for the purpose of reducing Unsheltered homelessness and transitioning people from experiencing homelessness into housing stability through increased coordination and funding stability (the "Program").

The purpose of this Grant is to provide funding to Grantee to serve as a Regional Coordinator to maintain momentum toward a fully realized Program. This Grant will maintain and build on the Statewide effort to prevent and end homelessness by supporting Shelters and housing focused efforts.

SECTION 3: EFFECTIVE DATE AND DURATION

This Grant takes effect on the date all Parties have executed this Grant and all necessary approvals have been obtained ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2031 ("Expiration Date"). This Grant will be administered through distinct performance periods as specified in Section 6.

SECTION 4: GRANT ADMINISTRATORS

4.1 Agency's Grant Administrator is:

Colt Sray
725 Summer ST. NE, Suite B, Salem, OR 97301
503-881-0998/ colt.sray@hcs.oregon.gov

4.2 Grantee's Grant Administrator is:

Lauren Decker
2051 Kaen Road, Oregon City, OR 97045
971-291-0557/ ldecker@clackamas.us

4.3 A Party may designate a new Grant Administrator by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the performance periods outlined in Section 6 (each a "Performance Period") as funds are made available for each Performance Period.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee grant funds as identified in the table below for the Project ("Grant Funds"). Agency will pay the Grant Funds from monies available through its general fund appropriation or such other appropriation as may be listed in the table below ("Funding Source").

Funding Source	Performance Period	Grant Funds
House Bill 5011 (2025)	4/7/2026 – 6/30/2027	$2,664,992
	7/1/2027 – 6/30/2029	
	7/1/2029 – 6/30/2031	

For the period from April 7, 2026 to June 30, 2026, Agency will reimburse Grantee solely for activities performed and expenses incurred in the development of Grantee's Regional Assessment and Plan as defined in Exhibit A. Agency will reimburse Grantee for Project activities (as described in Exhibit A) performed and expenses incurred in the implementation of Grantee's Regional Assessment and Plan beginning on the later of July 1, 2026, and the date of approval of Grantee's Regional Assessment and Plan by Agency.

Unexpended Grant Funds may not be carried over from one Performance Period to a subsequent Performance Period.

Subject to Agency's receipt of adequate funding, appropriations, limitations, allotments, and other expenditure authority, Agency may add additional funds for subsequent Performance Periods by written amendment providing for additional funding for continued Project activities described in Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient monies in and from the Funding Source based on Agency's reasonable projections of monies accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds for completed and approved Project activities. If Agency determines that Grantee is responsible for deficiencies in completed Project activities, Agency will prepare and deliver to Grantee a written description of the deficiencies within 15 days of

receiving a request for disbursement. Grantee must correct any identified deficiencies at no additional cost to Agency within 15 days of receiving notice of such deficiency. Grantee may resubmit a request for disbursement with evidence satisfactory to Agency showing that the deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 14 has occurred;

7.2.3 There are no unresolved deficiencies in Project activities as described in Section 7.1.3; and

7.2.4 Grantee's representations and warranties set forth in Section 8 are true and correct on the date(s) of disbursement with the same effect as though made on the date(s) of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is not reasonably possible, must cease Project activities as soon as feasible and take all reasonable and necessary steps to minimize the Project activities for which it will seek reimbursement from Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume Project activities. If sufficient funds do not become available, Grantee and Agency will work together in good faith to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available and the Parties do not reach agreement on an amendment, Agency, in its sole discretion, will either (i) cancel or modify its cessation of funding notice by a supplemental written notice or (ii) terminate this Grant as permitted by either Section 17.2.1 or 17.2.2 of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/ Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is an Oregon county duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform Grantee's obligations under

this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid, and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or by voter approval, in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee 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) Grantee that pertains to this Grant or to the Project. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 15, 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 Grantee.

8.3 **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 Grantee.

SECTION 9: RESERVED

SECTION 10: CONFIDENTIAL INFORMATION

10.1 **Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that: (i) is confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) ("Personal Information"), and (b) social security numbers (items (i) and (ii) separately and collectively "Confidential Information").

10.2 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this section. Grantee must, at its expense, cooperate with Agency in

seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information unless required to retain the Confidential Information pursuant to Oregon Public Records Law. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when, and what information was destroyed. If Grantee is required to retain any Confidential Information that Agency has requested Grantee return or destroy, Grantee must provide Agency with a written statement listing the Confidential Information subject to Public Records Law and describing the measures taken by Grantee to safeguard the Confidential Information

10.3 **Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security," as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify Agency's Grant Administrator of such Breach, and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not occur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

10.4 **Subgrants/ Contracts.** Grantee must require any subgrantees, contractors, or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this section.

10.5 **Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, subgrantees, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, subgrantee, contractor, subcontractor, or volunteer, in Project activities or (ii) access to Agency Personal Information or Agency or Grantee premises.

SECTION 11: CONTRIBUTION

11.1 **Third Party Tort Claims.**

11.1.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a Party to this Agreement (the "Notified Party") with respect to which the other Party may have liability, the Notified Party must promptly notify the other Party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either Party is entitled to participate in the

defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either Party's liability to the other in regard to the Third-Party Claim.

11.1.2 If the Parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the Parties shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding. This section shall survive termination of this Grant.

11.1.3 Grantee shall take all reasonable steps to require its subgrantee(s) and contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS chapter 180), save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's subgrantee or contractor, including a contractor's subcontractors, or any of the officers, agents, employees of the contractor ("Contractor Tort Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by subgrantee or contractor from and against any and all Contractor Tort Claims. This section shall survive termination of this Grant.

11.2 Indemnity; Release – Claims Other Than Torts.

11.2.1 Except for Third-Party Tort Claims and Contractor Tort Claims as provided above, to the extent authorized by law, Grantee shall defend, indemnify, save and hold harmless and release the State of Oregon, Agency, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Grantee, or its officers, employees, contractors, or agents in connection with this Grant, and the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Grantee, or its officers, employees, subgrantees, contractors, or agents.

11.2.2 Notwithstanding the foregoing, neither Grantee nor any attorney engaged by Grantee may defend any Non-Tort Claim in the name 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 in a form and manner determined appropriate by the Oregon Attorney General, authority to act

as legal counsel for the State of Oregon, nor may Grantee settle any Non-Tort 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, Grantee 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. The provisions of this section are not to be construed as a waiver by the State of Oregon, or Agency of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

11.2.3 Grantee's obligations under this Section 11.2 are subject to the limits of applicable law including, but not limited to, the Oregon Constitution and Oregon Tort Claims Act.

SECTION 12: INSURANCE

12.1 **Grantee Insurance.** Subject to Section 12.2, Grantee must obtain and maintain insurance coverage in the types and amounts indicated in Exhibit B.

12.2 **Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance indicated in Exhibit B, (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated in Exhibit B, or (iii) a combination of any or all of the foregoing.

12.3 **Real Property.** If the Project includes the construction, remodel, or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.

12.4 **First-Tier Subgrantee/ Contractor Insurance.** Grantee must require any subgrantees or any of its first-tier contractors to maintain insurance in the types and amounts that are commensurate with the type of work being performed by the subgrantees or the first-tier contractors of Grantee or its subgrantees, and that are consistent with applicable industry standards.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant 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. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: DEFAULT

14.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

14.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A, fails to obligate Grant Funds for Project activities in a timely manner, or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;

14.1.2 Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made; or

14.1.3 A petition, proceeding, or case is filed by or against Grantee 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 Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due; or Grantee makes an assignment for the benefit of its creditors.

14.2 Agency. Agency will be in default under this Grant if, after 15 days' written notice specifying the nature of the default, Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority or insufficient funding.

SECTION 15: REMEDIES

15.1 Agency Remedies. In the event Grantee is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 17.2, (ii) reducing or withholding payment for deficient or late Project activities or materials, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right to recovery of overpayments under Section 16 of this Grant or setoff, or both, (vi) reducing the Grant Funds amount, or (vii) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15.2 Grantee Remedies. In the event Agency is in default under Section 14.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement for Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 16: WITHHOLDING FUNDS, RECOVERY

Agency may withhold Grant Funds due to Grantee, and Grantee must return to Agency within 30 days of Agency's written demand:

16.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

16.2 Any Grant Funds received by Grantee that remain unexpended for payment of the Project at the end of the Performance Period;

16.3 Any Grant Funds Agency determines were spent on purposes other than allowable Project activities; or

16.4 Any Grant Funds Grantee received as payment for deficient activities or materials.

SECTION 17: TERMINATION

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

17.2 **By Agency.** Agency may terminate this Grant as follows:

17.2.1 At Agency's discretion, upon 30 days' advance written notice to Grantee;

17.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

17.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited, or Agency is prohibited from funding the Grant from the Funding Source; or

17.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

17.3 **By Grantee.** Grantee may terminate this Grant as follows:

17.3.1 Immediately upon written notice to Agency if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

17.3.2 Upon 30 calendar days' advance written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to continue its current operations, Grantee's board downsizes or eliminates the division performing Grantee's obligations under this Grant resulting in the division's inability to continue to perform such obligation, and Grantee has repaid to Agency all Grant Funds previously disbursed by Agency under this Grant that have not been spent by Grantee in accordance with this Grant as of the date of termination.

17.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 18: MISCELLANEOUS

18.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.

18.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant 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 Agency.

18.3 Amendments. The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

18.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or registered or certified mail, to a Party's Grant Administrator at the physical address or email address set forth in this Grant, 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 of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the recipient's email address.

18.5 Survival. The provisions of this Grant which by their nature are intended to survive expiration or termination of this Grant (including, but not limited to, remedies and record-keeping) will survive.

18.6 Severability. The Parties agree if any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.

18.7 Counterparts. This Grant 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 Grant so executed constitutes an original.

18.8 Compliance with Law. In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws. The Parties must comply with applicable administrative rules adopted before or after the effective date of this Grant. Compliance with applicable laws includes compliance with Oregon's sanctuary laws in ORS 180.805, 180.810 and

181A.820 through 181A.829. Under ORS 181A.826(1) and (2), Grantee must not use Grant Funds for the purpose of supporting or assisting a federal agency in immigration enforcement. Grantee must, and must require its subgrantees to, administer the Grant in compliance with ORS 181A.826(1) and (2).

18.9 **Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.

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

18.11 **Contracts and Subgrants.** Except as specified in Exhibit A, Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.

18.12 **Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

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

18.14 **Fixed Assets.** Grantee must, and must cause its subgrantees 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 Part 200, Subpart D, and specific requirements of the source of funds. The applicable federal regulations shall apply to all equipment purchased with Agency funding, regardless of source of funds. References in the federal regulations to a federal awarding entity shall be deemed a reference to Agency, and references to a non-federal entity shall be deemed a reference to Grantee.

18.15 Prevailing Wage Requirements.

18.15.1 Grantee must comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, grantees, subgrantees, and contractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Grantee must require its subgrantees and contractors to file separate work bonds with the Construction Contractors Board, unless the subgrantee or contractor is exempt under ORS 279C.836 and OAR 839-025-0015.

18.15.2 When the federal Davis-Bacon Act applies to the Project, subgrantees and contractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

18.15.3 Notwithstanding (18.15.1) and (18.15.2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, subgrantees and contractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (18.15.1) or (18.15.2) above.

18.15.4 When PWR applies, Grantee and its subgrantees and contractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

18.15.5 When PWR applies, Grantee shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Grantee contractually agrees to pay applicable prevailing wage fees for the Project.

18.15.6 Pursuant to ORS 279C.817, Grantee and any subgrantees or contractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

18.16 Headings. The headings in this Grant are for the purpose of reference only and do not limit or otherwise affect any of the terms hereof.

18.17 Grant Documents. This Grant consists of the following exhibits, which are incorporated by this reference and listed in descending order of precedence:

- Exhibit A (the "Project")
- Exhibit B (Insurance)
- Exhibit C (Online Systems)

18.18 Merger, Waiver. This Grant and all exhibits and attachments, if any, 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 Grant. No waiver or consent under this Grant binds either Party unless in 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.

SECTION 19: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Housing and Community Services Department

By: Phillip Andrews — 08/25/2026

Phillip Andrews, Designated Procurement Officer — Date

Grant Administrator Approval

By: — 8-25-2026

Colt Sray, Homeless Services Program Coordinator — Date

CLACKAMAS COUNTY

By: Craig Roberts — 08/13/2026

Authorized Signature — Date

Craig Roberts — Clackamas County Board Chair

Printed Name — Title

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jeffrey B. Grant — 6/24/2026

EXHIBIT A
THE PROJECT

1. BACKGROUND AND GOALS

With support and direction from Governor Kotek and the Oregon Legislature, Agency has taken steps to meaningfully prevent and reduce Unsheltered homelessness across Oregon. This Grant represents phase 2 of a two-phase plan to create the Program established in House Bill 3644 (2025). This Grant builds on the foundation of multiple prior Agency funding sources and agreements aimed at expanding and sustaining Shelter capacity, as well as supporting housing focused efforts.

This Grant is essential to building the Program and ensuring critical access to safe Shelter and housing focused support for people experiencing homelessness.

Administration of the Program requires Regional Coordinators as well as SSP Providers. Regional Coordinators pass through Grant Funds to subgrantee SSP Providers who provide critical, on-the-ground support and services to Oregonians in need. Regional Coordinators may also choose to provide direct services. Regional Coordinators oversee subgrantees and ensure services are provided in accordance with this Grant.

Grantee serves as:

☒ a Regional Coordinator

☐ both a Regional Coordinator and an SSP Provider

Grantee serves the following Region(s): Clackamas

2. DEFINITIONS

"Administrative Costs" means costs to administer the Project. Administrative Costs must be reasonable and necessary, and can include costs that are directly related to this Grant, or indirectly related because they are necessary for the general operation of the organization.

"Basic Free-Standing Structure" means an alternative to traditional Shelter that may meet either Shelter criteria or STEPS criteria depending on the features, standards, and amenities. These structures typically do not include a foundation, and are assembled with prefabricated parts and materials. Examples include: Pallet ™ Shelters, Conestoga Huts, yurts, and other tiny home models.

"Congregate Shelter" means a Shelter involving shared living spaces where multiple people sleep in close proximity.

"Continuum of Care" or "CoC" means one of the HUD recognized CoCs in Oregon, which are a coordinated network of community-based programs and stakeholders that work together to prevent and end homelessness. The CoC ensures that services are client-centered, locally responsive, and aligned with broader State and federal goals to reduce homelessness.

"Household" means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit.

"Housing Focused Activities" means activities that directly connect Participants to critical resources and services that support Participants moving into a permanent stable housing destination.

"Housing Focused Shelter" means a Shelter intended to keep Participants safe and out of the elements, and to provide Housing Focused Activities that assist Participants in exiting homelessness into a stable housing destination. Housing Focused Shelters must meet all general standards as outlined in the Program Guidance.

"Low-Barrier" means policies and Shelters with minimal preconditions required to access services and meet all the requirements of Low-Barrier as outlined in the Program Guidance.

"Non-congregate Shelter" means a type of Shelter that provides private sleeping spaces.

"Participant" means an individual who directly receives services provided by Regional Coordinators or their subgrantee SSP Providers. Participants are the end beneficiaries of the Program's funding and support.

"Program Guidance" means the Agency document, entitled "Statewide Shelter Program Guidance," adopted by administrative rule in OAR 813-275-0030 that contains requirements applicable to this Grant. The Program Guidance may be found online at: https://www.oregon.gov/ohcs/for-providers/pages/program-compliance-forms.aspx. The Program Guidance is referred to in the administrative rules as the "SSP Manual."

"Recovery-Based" means sites that require sobriety or drug and alcohol treatment but otherwise meet the definition of Low-Barrier sites, and meet the unique needs of people in recovery from drugs and/or alcohol.

"Region" means the Oregon county a Regional Coordinator will be responsible to serve.

"Regional Assessment and Plan" means an assessment of current conditions, resources, and outcomes relating to homelessness for the Region(s), and a plan that details the services and outcomes for the Region(s) that will be supported with Grant Funds.

"Regional Coordinator" means Grantee.

"Safe Temporary Emergency Placement Sites" or "STEPS" means Vehicular Camping and Basic Free-Standing Structure programs that do not meet all Shelter standards outlined in this Grant but provide Participants with a place to stay either in their vehicle or in a Basic Free-Standing Structure provided when available, that is secure and free from ticketing.

"Shelter" means a Congregate or Non-congregate facility designed to provide temporary living arrangements for individuals experiencing Homelessness.

"Shelter Provider" means any person or local government that operates or funds Shelters.

"SSP Provider" means a Shelter Provider or a Direct Service Provider that receives Grant Funds to conduct activities as defined in the Program Guidance.

"State" means the State of Oregon.

"Street Outreach" means services to reach Unsheltered homeless Households to connect them with Shelter, housing, or critical services, and provide urgent, non-facility-based care.

"Unsheltered" means a Household that is living in a primary nighttime residence that is not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport, or camping ground).

"Vehicular Camping" means temporarily residing in a car, RV, camper, or trailer that the Participant provides.

3. PROJECT ACTIVITIES

Grantee must use the Grant Funds only for activities in support of the Program, as further described in the Program Manual, and below. At all times, Grantee must conduct operations and services according to evidence-based practices, as set out in the approved Regional Assessment and Plan.

Grantee must cause and require any subgrantee SSP Providers, by written agreement, to comply with and perform all Project activities in accordance with the terms of this Grant.

a. Regional Assessment and Plan

Grantee must develop, and then implement, a Regional Assessment and Plan using an Agency-provided template. Regional Assessment and Plan documents, including amendments to those documents, will be subject to Agency's written approval. Once approved, the Regional Assessment and Plan, as may be amended with Agency's written approval, is hereby incorporated by reference into this Grant. Grant Funds may not be expended for other Project activities until a Regional Assessment and Plan has been approved by the Agency for the Performance Period. The Regional Assessment and Plan must be submitted to Agency's Grant Administrator in accordance with the timelines provided in Section 5(b)(ii)(F) of this Exhibit A. Grantee will be reimbursed only for Project activities performed and expenses incurred in accordance with the Grantee's approved Regional Assessment and Plan, including any amendments to the Regional Assessment and Plan approved by the Agency.

b. Shelter Operations

i. **Minimum Shelter Bed Capacity.** Grantee must ensure the availability of at least the minimum Shelter bed capacity in the Agency-approved Regional Assessment and Plan. Grant-funded Shelter beds must primarily be available throughout the day and night, seven days a week, and during all seasons and weather.

ii. **Habitability Requirements and Minimum Standards.** All Grant-funded Shelters must meet the shelter and housing standards outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such Shelters apart from this Grant. Additionally, Shelters must meet the minimum requirements outlined in the Program Manual, including requirements that pertain to Shelter operations, basic overnight Shelters, and Housing Focused Shelters.

iii. **Low-Barrier Requirements.** Grantee must prioritize Low-Barrier Shelters. At least 70% of Grant Funds must be provided to Shelters with Low-Barrier practices, and at least 70%

of the Grant-funded Shelter beds must be designated as Low-Barrier. To be considered Low-Barrier, the Shelter must meet the conditions of Low-Barrier outlined in the Program Manual.

iv. **Recovery-Based Requirements.** A maximum of 30% of Grant-funded Shelter beds may be designated as Recovery-Based. To be considered Recovery-Based, the Shelter must meet the conditions of Recovery-Based outlined in the Program Manual.

v. **Participant Evaluation.** Grantee must conduct an initial eligibility evaluation of potential Participants. Eligibility based on housing status must be determined during the initial engagement with the Participant. For clarity, "initial engagement" means the Participant's eligibility at the time services are needed. Households must meet one or more of the eligible categories described in the Program Manual.

c. **Street Outreach.** At Grantee's discretion and based on community needs and Grantee's approved Regional Assessment and Plan, Grantee may use Grant Funds to engage Households experiencing homelessness where they are (on the streets, in encampments, or other non-Shelter locations). Specific requirements and typical activities are described in the Program Manual.

d. **Safe Temporary Emergency Placement Sites ("STEPS") Operations.** At Grantee's discretion and based on community needs and Grantee's approved Regional Assessment and Plan, Grantee may use Grant Funds for STEPS. STEPS provide Participants with a safe place to stay either in their vehicle, or in a Basic Free-Standing Structure provided by the site when available. Typical STEPS activities are described in the Program Manual.

i. **Low-Barrier Requirements.** At least 70% of Grant-funded STEPS sleeping spaces must be designated as Low-Barrier. To be considered Low-Barrier, STEPS must meet the conditions of Low-Barrier outlined in the Program Manual.

ii. **Recovery-Based Requirements.** Recovery-Based STEPS require sobriety or drug and alcohol treatment but otherwise meet the definition of Low-Barrier and meet the unique needs of Households in recovery from drugs and/or alcohol. A maximum of 30% of Grant-funded STEPS sleeping spaces may be designated as Recovery-Based. To be considered Recovery-Based, STEPS must meet the conditions of Recovery-Based outlined in the Program Manual.

e. **Housing Focused Activities.** At Grantee's discretion and based on community needs and Grantee's approved Regional Assessment and Plan, Grantee may use Grant Funds for Housing Focused Activities. Eligible Housing Focused Activities are described in the Program Manual.

f. **Capacity Building.** At Grantee's discretion and based on community needs and Grantee's approved Regional Assessment and Plan, Grantee may use up to 15% of the Grant Funds for activities aimed to improve Grantee's ability to deliver homeless services and strengthen community efforts around supporting Households experiencing homelessness. Eligible capacity building activities are described in the Program Manual.

4. ALLOWABLE COSTS

a. **Grant Fund Limitations.** Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period for which such Grant Funds are allocated and in accordance with Section 6 of the Agreement. Specific information about each budget category shown below can be found in the Program Manual. The following additional requirements and limitations apply to the Grant Funds:

Budget Category	Requirements and Limitations
Administrative Costs	During each Performance Period, the total Administrative Costs charged by Grantee and subgrantee SSP Providers must not exceed 15% of the Grant Funds. Costs associated with Grantee's Regional Assessment and Plan may be charged to Administrative Costs or Capacity Building.
Shelter Operations	During each Performance Period, at least 50% of the Grant Funds must be spent on Shelter. At least 70% of Grant-funded Shelter beds must be designated as Low-Barrier. A maximum of 30% of Grant-funded Shelter beds may be designated as Recovery-Based. (Reference Exhibit A, Part 3.b.iii and iv.)
Safe Temporary Emergency Placement Sites ("STEPS")	At least 70% of Grant-funded STEPS sleeping spaces must be designated as Low-Barrier. A maximum of 30% of Grant-funded STEPS may be designated as Recovery-Based. (Reference Exhibit A, Part 3.d.)
Street Outreach	No specific budget requirements or limitations
Capacity Building	During each Performance Period, no more than 15% of the Grant Funds can be spent on Capacity Building. (Reference Exhibit A, Part 3.f.) Costs associated with Grantee's Regional Assessment and Plan may be charged to Administrative Costs or Capacity Building.
Housing Focused Activities	No specific budget requirements or limitations

b. **Minimum Shelter Bed Capacity.** Grantee must continue to maintain the minimum Shelter bed capacity included in its Agency-approved Regional Assessment and Plan. STEPS sleeping spaces are not included in the Shelter bed capacity. Grantee must notify Agency immediately and in writing if Grantee plans to reduce hours of operation, Grant-funded Shelter bed capacity, or

services provided; or plans to close Shelter services altogether. Grantee must make reasonable effort to notify Agency if Grantee becomes aware that a Shelter not receiving SSP funding closes in the Region(s), including, in particular, any Shelter receiving other sources of funding from Grantee.

c. **Allocations to Subgrantees.** Grantee must further allocate Grant Funds to subgrantee SSP Providers, by written agreement. Grantee's allocation to each SSP Provider must specify the allowed Administrative Costs. Prior to finalizing direct service allocations, Grantee must obtain Agency's written approval of the methodology used to determine allocations.

5. PROJECT MONITORING, REPORTING, AND PERFORMANCE MEASURES

a. Monitoring

i. Agency may monitor Grantee's activities, including Grantee's policies and procedures for monitoring any subgrantees, to ensure Grantee and any subgrantees comply with the terms of this Grant and the use of the Grant Funds. Monitoring activities may include any action deemed necessary and appropriate by Agency, including, but not limited to the following activities:

- On-site or remote Records review;
- Conducting audits;
- On-site inspections;
- Evaluating Grantee's activities and progress; and
- Providing training or technical assistance.

ii. Agency may use third parties to assist with monitoring activities.

iii. Agency may, from time to time, monitor the activities of any subgrantees. Notwithstanding any such review or monitoring by Agency, Grantee remains responsible for monitoring any subgrantees at least once during each Performance Period and ensuring subgrantee compliance with this Grant.

b. Reporting

i. Grantee must, and must cause and require its subgrantees by written agreement to, ensure that data collection and reporting, which may include Confidential Information or personally identifiable information, is conducted through Agency-approved systems, including HMIS or HMIS-comparable systems for Victim Service Providers ("VSP"s), and follows applicable policies and procedures of Agency. Grantee must also provide technical assistance to its subgrantees, and may request assistance from Agency as needed.

ii. Grantee must submit to Agency the following reports, in a format satisfactory to Agency, and must require its subgrantees to submit reports to Grantee instead of Agency. Grantee must also submit to Agency adhoc reports as requested by Agency, and must attend Program meetings with Agency as requested by Agency. Grantee must

coordinate the reporting process and must ensure all reports are submitted to Agency by the due dates described below:

A. **Monthly System Query Report.** Activities funded with this Grant must be included in the monthly disaggregated HMIS data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Reports must be transmitted in a format and method as directed by Agency. Reports are due 20 days following the end of each month for the aggregate of activities performed from July 1, 2026 through the end of the previous month.

   Example 1: If the System Query Report is run on April 20, 2027, the service range would be July 1, 2026 – March 31, 2027.

   Example 2: If the System Query Report is run on February 20, 2027, the service range would be July 1, 2026 – January 31, 2027.

B. **Annual System Performance Measure ("SPM") Report.** All applicable activities funded with this Grant must be included in the Annual SPM Report that CoC data leads submit to HUD each year. Grantee must work with the CoC data lead to ensure Project activities are included in the SPM Report as applicable in HUD guidance and requirements. Agency may request copies of the SPM Report from each CoC. If Grantee is the CoC data lead, Grantee is also responsible for submission of the Annual SPM Report to HUD.

C. **Subgrantee Report.** Grantee must ensure all subgrantee data is reported to Agency. Subgrantee information, including name, Project name, HMIS project type, HMIS project ID, number of Grant-funded Shelter beds, populations served, activities funded, and other information as requested by Agency must be submitted no later than July 15, 2026. Grantee must notify Agency within 10 business days of any changes in subgrantees as approved by Agency in accordance with Section 18.11 of the Grant. Subgrantee information must be submitted through an Agency prescribed subgrantee reporting process.

D. **Victim Service Provider Report.** The Violence Against Women Act ("VAWA") and the Family Violence Prevention and Services Act ("FVPSA") contain strong confidentiality provisions that limit HUD-defined VSPs from sharing, disclosing, or revealing victims' Personally Identifiable Information ("PII"), including entering information into shared databases like HMIS. To protect Participants, VSPs must enter Participant-level data into a database that is comparable to and complies with all HUD HMIS requirements as well as Agency's HMIS policies and procedures. Grantee is responsible for ensuring adherence to HUD HMIS requirements for comparable databases. Grantees and subgrantees defined as HUD VSPs are subject to applicable reporting requirements even if using a comparable database but must only share aggregate counts without PII. Reports are due 20 days following the end of each month in a format and method directed by Agency.

E. **Regional Assessment and Plan.** Grantee must submit a Regional Assessment and Plan that details the services and outcomes planned for the Region that will be supported by Grantee. The Regional Assessment and Plan, and any amendments, must be approved by Agency. The Regional Assessment and Plan must be submitted to Agency's Grant Administrator as follows:

Regional Assessment & Plan Period	Due Date
July 1, 2026 – June 30, 2029	June 15, 2026
July 1, 2029 – June 30, 2031	March 31, 2029

F. **Annual Progress Report.** Grantee must submit an annual progress report that describes progress related to the Regional Assessment and Plan. Reports are due 60 days following the end of each fiscal year which ends on June 30. Reports must be submitted to Agency's Grant Administrator in a format agreeable to Agency.

G. **Fiscal Report.** The Agency Grant Status/ Financial Status Report must be submitted in OPUS no later than 60 days following the end of each Performance Period.

iii. Grantee may request a reporting deadline extension by sending an email to Agency's Grant Administrator and HCS.REPORTING@hcs.oregon.gov at least 7 days prior to the deadline. To be effective, extensions must be approved in writing by Agency's Grant Administrator.

If the Performance Period begins prior to the Effective Date, any reports, excluding the Regional Assessment and Plan, for Project activities shown in this Exhibit A as due prior to the Effective Date must be provided to Agency no later than 30 days after the Effective Date. Reports may be submitted prior to the Effective Date at Grantee's option, but Grantee will not be in default for failure to perform any reporting requirements prior to the Effective Date.

c. Performance Measures

i. Grantee must maintain the minimum Shelter bed capacity specified in this Grant. Agency will monitor net bed loss.

ii. Agency will monitor Grantee's ability to effect increased housing stability as measured by the number of Households who exit the Program into permanent housing and the number of Households who exit the Program into Unsheltered homelessness.

iii. Agency will monitor Grantee's specific goals as described in its approved Regional Assessment and Plan.

6. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using OPUS, on a cost incurred basis, upon receipt of Grantee's Request(s) for Funds (RFF). Grantee must submit at least one RFF every 60 days. The RFF must be submitted and will be processed in accordance with the Program Manual, as the same may be updated from time to time.

With each RFF, Grantee must submit supporting expenditure documentation satisfactory to Agency, including, but not limited to a general ledger excerpt or equivalent accounting documents that detail Grantee's expenditures. Supporting documentation must specifically note the amount of Grant Funds provided to each subgrantee SSP Provider.

Agency may require additional information or clarification as it deems necessary or appropriate in its sole discretion. Grantee's final RFF must be received within 60 calendar days following the end of each Performance Period.

Grantee may request, or Agency may, on its own initiative, provide advance disbursement of Grant Funds in accordance with the Program Manual. Such a request must minimize the time between the disbursement of Grant Funds and the expenditure of Grant Funds. Requests for advance disbursements must be limited to the minimum amount needed for Grantee's actual, immediate cash requirements to fulfill this Grant. Grantee's financial management systems must provide for fund control and accountability.

Approval of Grantee's request for advance disbursement will be at Agency's sole discretion. If Agency provides an advance disbursement of Grant Funds, Grantee must submit supporting expenditure documentation for the advanced Grant Funds. Before a request for an advance disbursement will be considered by Agency, Grantee must be current in its submittal of supporting expenditure documentation.

EXHIBIT B
INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this exhibit prior to performing under this Grant. Grantee shall maintain such insurance in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee maintains broader coverage and/or higher limits than the minimums shown in this exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees and contractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain Employers' Liability insurance coverage with limits not less than $500,000 each accident.

If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Grantee shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence and not less than $2,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Grantee shall provide Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Grantee shall provide Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts related to the activities to be conducted under this Grant by the Grantee and Grantee's subgrantees, contractors, agents, officers, or employees in an amount not less than $1,000,000 per claim and not less than $2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Grantee shall provide Network Security and Privacy Liability Insurance for the duration of this Grant and for the period of time in which Grantee (or its business associates, subgrantees, or contractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than $1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data, and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access, or use of Agency data.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:

Grantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Grantee. Coverage limits not less than $300,000.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability, and Network Security and Privacy Liability (if applicable), required under this Grant must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee's activities to be performed under this Grant. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant, for a minimum of 24 months following the later of:

(i) Grantee's completion and Agency's acceptance of all activities required under the Grant, or

(ii) Agency or Grantee termination of this Grant, or

(iii) The expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any activities required under this Grant. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Grantee or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Grant and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C
ONLINE SYSTEMS

1. **Sites.** Grantee and its subgrantees must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Housing Stabilization Module (HSM) Allita, Homeless Management Information System (HMIS), or other Agency-approved systems (the "Sites") at the time of Participant intake for this program. Exceptions are only allowed with prior written approval by Agency.

2. **Sites' Terms and Conditions.** As a condition of use of the Sites, Grantee and its subgrantees ("User") agrees to all Agency terms and conditions contained in this Grant, notices on the Sites, or as otherwise directed by Agency. User agrees to not use the Sites for any unlawful purpose. Agency 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.

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

4. **Data Rights.** Grantee hereby grants and will require and cause any subgrantee to grant Agency 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 Agency directly or indirectly resulting from this Grant. Grantee also shall use and shall require and cause its subgrantees to use Participant release forms and privacy policy forms (samples provided by Agency) in connection with obtaining and transmitting Participant data.

5. **Disclaimer of Warranties.** Grantee understands and agrees, and shall require its subgrantees 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. Agency 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 subgrantees.

6. **Limitation of Liability.** Grantee agrees that under no circumstances will Agency be liable for any 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 Agency has been informed of the possibility of such damage.