

March 5, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Subrecipient Grant Agreement with AntFarm for Estacada Resource Center property acquisition and construction. Agreement Value is \$1,189,789.80 for 1 year and 5 months. Funding is through Oregon Housing and Community Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Policy session-City-Led Initiatives Funding Recommendations 04/03/2024		
<b>Performance Clackamas</b>	Safe, Secure, and Livable Communities		
<b>Counsel Review</b>	Yes - Amanda Keller	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** The Housing and Community Development Division (HCDD) of the Health, Housing, and Human Services Department requests approval of a Subrecipient agreement with AntFarm for a resource center that can also serve as an emergency shelter site in Estacada through the end of the next fiscal year.

This agreement will provide funds for AntFarm to complete the acquisition of property at 221 SW Wade Street in Estacada and for architectural, design, and construction services to complete the renovation of the property for use as a supportive services resource center. Resource centers serve as an access point to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can connect with shelter placement, permanent housing opportunities, supportive services, recovery services, public benefits, employment services, and more.

Funding is provided through Oregon Housing and Community Services, Senate Bill 5011.

**RECOMMENDATION:** Staff respectfully request that the Board of County Commissioners approve the agreement (12412) 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

For Filing Use Only

**CLACKAMAS COUNTY  
LOCAL SUBRECIPIENT GRANT AGREEMENT –H3S #12412**

**Program Name: AntFarm Estacada Resource Center**

This Agreement is between Clackamas County, acting by and through its Department of Health, Housing and Human Services, Housing and Community Development Division (“COUNTY”),  
and AntFarm (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.

**Clackamas County Data**

<b>Grant Accountant:</b>	<b>Program Manager:</b>
Clackamas County – Bouavieng Bounnam 2051 Kaen Road Oregon City, OR 97045 bbounnam@clackamas.us	Clackamas County – Denise Swanson 2051 Kaen Road Oregon City, OR 97045 DSwanson@clackamas.us

**Subrecipient Data**

<b>Finance/Fiscal Representative:</b>	<b>Program Representative:</b>
Jeni Tubbs- Director of Finance	Kimberly Wheeler 39140 Proctor Blvd Sandy, Oregon 97055 503-668-9955 kimw@AntFarmyouthservices.com

**RECITALS**

1. The COUNTY has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and support that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011.
2. The COUNTY’s identified system navigation and access coordination as a priority investment area. Consistent with this stated priority, the COUNTY seeks to support community partners in the siting of service-enriched resource centers: access points to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can be connected with permanent housing opportunities; can access supportive services to address housing barriers, including addiction and recovery services, physical and behavioral health services, and employment services; and can enroll in public

benefits. When operating as navigation centers, they may also offer immediate access to safety off the streets and overnight shelter. As service access points, resource centers often provide space for a variety of community based organizations that provide these services to enroll program participants, meet with clients, and/or directly deliver programs and services.

3. To further the goal of supporting resource centers, COUNTY issued a notice of funding opportunity (“NOFO”) on or about August 28, 2023.
4. SUBRECIPIENT is a nonprofit 501(c) (3) organization whose mission is to inspire, motivate, and empower the community to develop and implement solutions to homelessness in Clackamas County.
5. SUBRECIPIENT was awarded a grant as a result of the NOFO to establish a resource center. SUBRECIPIENT’S proposal, attached hereto as Exhibit G, envisions a shared space where local service providers, public safety officials, health care professionals, faith-based organizations, educators, and governmental agencies can come together under one roof to corroboratively address the systemic issues of homelessness.
6. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees to deliver a resource center, further described in Exhibit A.

NOW THEREFORE, according to the terms of this Local Grant Agreement (“Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2027, unless sooner terminated or extended pursuant to the terms hereof, with the option for three (3) additional one (1) year renewals subject to mutual agreement of both parties. Eligible expenses for this Agreement may be charged during the period beginning January 10, 2024, and until the date of the termination of this Agreement (“Eligible Expenditure Period”), subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration of the Eligible Expenditure Period.
2. **Program.** The Program (“Program” and “Work”) is described in Exhibit A: Subrecipient Scope of Work & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to perform the work required to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of Clackamas County and the State of Oregon that are the source of the grant funding and other required information in Exhibits A-H, further identified in Section 15 below. SUBRECIPIENT shall further comply with any and all terms, conditions, and

other obligations as may be required by the applicable local, regional, State, or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and to execute and deliver any and all necessary written instruments, to perform under this Agreement, including, but not limited to, executing all additional documentation necessary to comply with applicable funding requirements.

4. **Grant Funds.** COUNTY's funding 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 and Grant Agreement 9171, House Bill 5011. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is \$1,189,789 80, as described in 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.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of the Eligible Expenditure Period of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
  - a. At COUNTY's discretion, upon thirty (30) days' advance written notice to SUBRECIPIENT;
  - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
  - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT;
  - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose;
  - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement; or
  - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

Upon completion of the Program or Work, or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement as of the effective date of the termination; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received a sufficient distribution of funds pursuant to the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202, and Grant Agreement 9171, House Bill 5011. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement. Additional grants or funding sources may become available to complete phases two and three of this Program.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **State Procurement Standards**

- a. COUNTY’s performance under the Agreement is conditioned upon SUBRECIPIENT’s compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board (“LCRB”) regulations (Appendix C of Clackamas County Code, located at <https://www.clackamas.us/code/>), which are incorporated by reference herein.
- b. Procurements that are goods and services under this award shall use the processes outlined below:

\$0-\$5,000	Direct Procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award contract on best value

\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quote or other appropriate form of solutions, award contract on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

c. All procurement transitions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.

d. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among SUBRECIPIENTs that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENTs that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

e. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.

12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.

13. **General Agreement Provisions.**

a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for

such work is subject to approval of future appropriations to fund the Agreement by the COUNTY governing body.

**b. Indemnification.**

- i. SUBRECIPIENT agrees to indemnify, defend, save and hold harmless COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State, or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- ii. SUBRECIPIENT agrees to indemnify, defend, 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 SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims. Any defense obligations to the Indemnitee are subject to compliance with applicable provisions of ORS Chapter 180.

- c. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier (such as Federal Express); or (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have

been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f. **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k. **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- n. **Successors and Assigns.** The Agreement shall be binding on and insure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

14. **Recording Requirement.** SUBRECIPIENT shall execute and record, or cause to be recorded, the Regulatory Agreement attached hereto as Exhibit H within thirty (30) days after execution of this

Agreement. SUBRECIPIENT shall provide County proof of recordation of the Regulatory Agreement together with a copy of a title insurance policy showing that (1) SUBRECIPIENT has acquired the Property, and is the sole title holder of the Property; and (2) title to the Property is free and clear of all liens and encumbrances other than the Regulatory Agreement and those encumbrances specifically approved by COUNTY.

15. **Agreement Documents.** This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: Funder-specific Program Requirements
- Exhibit G: Original Notice of Funding Opportunity and SUBRECIPIENT's Approved Proposal and Certification
- Exhibit H: Regulatory Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

ANTFARM

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

By: *Janet O'Brien*

Its: \_\_\_\_\_

Its: Executive Director

Dated: \_\_\_\_\_

Dated: 2-3-26

Approved to Form

By: *[Signature]* County Counsel

Dated: 2/3/2026

**EXHIBIT A  
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING**

<b>PROGRAM NAME: Estacada Resource Center</b>	<b>H3S #12412</b>
<b>SUBRECIPIENT: AntFarm</b>	

**Introduction**

The Housing & Community Development Division of the Health, Housing & Human Services Department seeks to partner with community-based organizations, developers, or other qualified Supportive Housing Services providers for the property acquisition and/or construction for use in providing resources and navigation services to individuals experiencing or at risk of experiencing homelessness. It also funds acquisition, construction, and /or rehabilitation, expansion, or other physical improvements to new or existing property.

SUBRECIPIENT is a nonprofit corporation unique to its grassroots rural origin helping local youth and community members to support local Elders. SUBRECIPIENT has designed and completed three capital improvement projects in Sandy and Estacada buildings. It has managed each of these projects from start to completion, with the cities and county code enforcement, meeting permit requirements, working with SUBRECIPIENTS, and meeting with community members and partners to communicate their purpose and intent. The acquisition, construction, rehabilitation, and expansion of its properties has been a consistent factor in their growth and strength in services to the community.

**Program Objectives**

The project ("Project") is the acquisition, construction, and operation of a Resource Center for purposes of providing supportive services within rural Clackamas County to individuals who are, or are at risk of, experiencing homelessness. Supportive services includes homeless prevention, support services, transition and placement services, in-reach, basic survival support, mental health services, intervention and addiction services, physical health services, short and long-term rent assistance, eviction prevention, financial literacy, employment, job training and retention education, peer support services, workplace support, benefits, navigation and attainment, landlord tenant education, fair housing advocacy, shelter services, bridge/transitional housing placement, discharge intervention, and other support housing services that stabilize people experiencing homelessness and housing instability, as further described in the State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011.

Estacada Resource Center

COUNTY shall award funds to SUBRECIPIENT to assist in acquisition of the property located at 221 SW Wade St. Estacada, Oregon 97023 (“the Property”). In addition, SUBRECIPIENT must use the funds to increase Resource Center/ Bakery space with a goal of adding approximately 1380 square feet of dedicated space. This will be accomplished initially by using the acquired turn-key property as a front door resource center for individuals seeking shelter assistance.

The Estacada Resource Center will utilize the building to create a comprehensive service hub. The center will emphasize housing support, employment readiness, and emergency relief, addressing the vocal need for resource accessibility in the community. Service delivery is anticipated to begin late FY 2026-27. Ongoing operating funds will be covered by a continuation of homeless services funding originally allocated in House Bill 5202 and Grant Agreement 9171, House Bill 5011 or other grants as they become available.

This Project will be composed of three sections. Acquisition of the main site at 221 SW Wade St. Estacada, Oregon 97023, and provision of support housing stability, workforce development, behavioral health access, and basic needs. Construction and infrastructure adjustments for the Main site and Provision of wrap around housing services.

Phase I activities are described below.

### **Phase I**

**Acquisition of Site:** The Main Site is located at 221 SW Wade St. Estacada, Oregon 97023. It is a commercial building, with a large area upstairs, a full basement, a commercial kitchen and several ADA bathrooms. The building is well suited for a community Day and Resource Center and can easily be used for Cooling and Warming Centers. As a key aspect of Community Engagement, outreach, and resource development, this site will serve homeless and households at risk of eviction due to employment concerns and will provide access to employment services.

This sites will allow for increased connection for homeless and housing unstable community members in the areas of:

1. Rapid rehousing and long-term housing
2. Public benefits such as OHP, SNAP, and WIC.
3. Access to domestic violence quick response
4. Access to behavioral health
5. Public defenders and community court
6. Access to alcohol and drug mentors
7. Access to care coordination services
8. Access to educational and employment supports and services
9. Access to expungement clinics
10. Access to basic needs supports
11. Access to healthy meals and food

12. Warming and cooling centers

COUNTY will provide grant funds in the amount of \$180,568.88 to be used by SUBRECIPIENT for acquisition costs to acquire the Property for the purpose of opening and maintaining a Resource Center to provide supportive services for people experiencing, or at risk of experiencing, homelessness.

Acquisition of the Property must occur within ninety (90) days of execution of this Agreement.

The Minimum Use Period of the properties dedicated for long-term use as Resource Centers for people experiencing or at risk of experiencing homelessness, is no less than 15 years ("Minimum Use period").

The Minimum Use Period or Restrictive Use Period of the property dedicated for long-term use as a Resource Center for people experiencing or at risk of experiencing homelessness, is no less than 15 years from the effective date of this Agreement until December 31 of the final year of the Restrictive Use Period ("Minimum Use period" or "Restrictive Use Period").

**Project requirements:**

- a. **Longevity:** SUBRECIPIENT must maintain site control and operate the property as a resource center for at least the Minimum Use Period.
- b. **Location:** site must be located within Clackamas County and have reasonable access to transportation options, meet all permitting and zoning requirements, and obtain approval from relevant local government (s).
- c. **Property Owner Obligations:** SUBRECIPIENT will be responsible for the building shell and major building systems, long-term asset preservation and capital needs planning and oversight, and management of all structures or buildings on the site. A contract may be established for daily management, operations, and basic maintenance of the property.
- d. **Partnership:** full partnership with H3S's HCDD in the site design process, selecting service providers, and programming. The partnership will be established through this subrecipient contract outlining each party's roles and responsibilities.
- e. **Community engagement:** a community engagement process is required to provide opportunities for the local community to be seen and heard and ensure resource center programming meets the needs of the community.

The Minimum Use Period of real property will be enforced through deed restriction, or any other such legally binding covenant instrument identified by the County, at its sole discretion, as sufficient to memorialize the restricted use of the property for the provision of resource center services.

Phase II activities are described below.

## Phase II

In this phase II, SUBRECIPIENT successfully acquired the Property for the Estacada Resource Center and will begin the process of engaging Architectural design services.

### **Architectural Services will be provided by SUBRECIPIENT:**

SUBRECIPIENT will hire SOLARC as their Project Architect for the Estacada Project. SOLARC's proposal is attached at the end of the scope. The SOLARC contract is based on the following services and evaluation:

- Interior renovation of an existing building for a new bakery and resource center.
- Exterior Improvements including building cladding and entry door.
- Site improvements for improved parking and pedestrian circulation,
- Facilitate Land Use (Type I Design review) and building permit approvals.

### **Project Description:**

Provide architectural services for the renovation of bakery and resource center at 221 SW Wade St, Estacada, Oregon. The existing building has interior demolition work complete with exposed structure and plumbing. The recent addition, completed in 2023, has the exterior walls and roof built with the interior remaining bare.

### **Scope of Work:**

1. Pre-Design - for as-built site visit(s) to document existing conditions and create working backgrounds.
2. Design Phase - preliminary drawings to outline project scope (i.e., Site Plan, Floor Plan, Roof Plan, Exterior Elevations). Includes developing plans and details for the bidding and construction process.
3. Construction Documents - finalize plans and details, as well as finalize specifications for the project manual.
4. Bidding & Negotiation - Finalize drawings and specifications for construction bidding.
5. Assist with Invitation To Bid (ITB) documentation, substitution request(s) and answer questions.
6. Permitting Services - Work with the City of Estacada to obtain required building permit approval.
7. Construction Administration- Attendance of Pre-Construction/Kick-off Meeting, twelve (12) on-site OAC meetings, and Punchlist Walk-through with SUBRECIPIENT.
8. Respond to Request For Information (RFI's) and review material, product submittals.
9. Anticipated Drawings Index – Cover Sheet, Project Information, Code Summary, Code Plans, Site Plans, Floor Plans, Framing Plans, Reflected Ceiling Plans, Roof Plan, Interior Elevations, Exterior Elevations, Sections, Details, Opening Schedules, Electrical Layout, and Mechanical Layout.

### **Compensation:**

The SOLARC's Contract Fee for the Estacada Project is: \$50,800 dollars.

**COUNTY's Role in the Project:**

Under this Agreement, the responsibilities of the COUNTY will be as follows:

1. The COUNTY will coordinate with SUBRECIPIENT, approve changes, modifications, or amendments to the architectural design, as necessary to serve the public interest.
2. The COUNTY will provide guidance and information necessary to facilitate the deliverables of this agreement.

**Milestones and Deliverables**

Project Phase	Fee	Phase Deadline
Pre-Design	\$ 2,200	2 Weeks
Design Phase	\$ 10,600	4 Weeks
Construction Documents	\$ 11,600	4 Weeks
Bidding & Negotiation	\$ 1,200	TBD
Permitting Services	\$ 3,000	TBD
Construction Administration	\$ 21,100	Assumed 6-Months
<b>Subtotal</b>	<b>\$ 49,700</b>	
Reimbursable Budget <sup>1</sup>	\$ 1,100	
<b>Grand Total</b>	<b>\$ 50,800</b>	

Phase III activities are described below.

**Phase III**

In this phase III, SUBRECIPIENT successfully acquired the Property for the Estacada Resource Center, engaged Architectural design services, and will now procure and complete the Construction phase of this project.

Phase III will consist of the bidding process, contracting for construction and the actual construction for the site and will include, at a minimum, SUBRECIPIENT following responsibilities:

1. SUBRECIPIENT will publicly bid the Estacada Project in accordance with State of Oregon and County procurement requirements, as applicable, for the planned construction.

2. **SUBRECIPIENT will administer the construction contract.**
3. **SUBRECIPIENT will provide a construction project coordinator. The responsibilities of the Project Coordinator shall include:**
  - a. **Prepare a Bid Packet to be advertised via public publication;**
  - b. **Conduct an online Bid Opening on the date determined by all Parties;**
  - c. **Issue Notice of Award to a General Contractor via the lowest responsible and responsive bidder process;**
  - d. **Issue a Notice to Proceed after the Construction Contract is approved by the County;**
  - e. **Conduct a Pre-Construction Conference with the General Contractor and the County, and SUBRECIPIENT hired Architect;**
  - f. **Coordinate with the Architect, the County and General Contractor throughout General Contractor's performance of the Project;**
  - g. **Administrate the Bureau Of Labor and Industries (BOLI) state prevailing wage requirements;**
  - h. **Closeout Paperwork as applicable for any grant funding, reporting and requirements;**
  - i. **With the Approval of the Architect and both Parties;**
    - (1) **Make payment(s) to the General Contractor,**
    - (2) **Obtain Lien Releases from General Contractor and Subcontractors,**
    - (3) **Release retainage funds to the Contractor as appropriate; and**
    - (4) **Notify COUNTY of SUBRECIPIENT responsibilities for all warranty related issues after the Release of Retainage.**

**COUNTY's Role in the Project:**

Under this Agreement, the responsibilities of the COUNTY will be as follows:

1. **The COUNTY will coordinate with SUBRECIPIENT, approve changes, modifications, or amendments to the construction design, as necessary to serve the public interest.**
2. **The COUNTY will provide guidance and information necessary to facilitate Phase III of this agreement.**

**Milestones and Deliverables:**

1. **For the Bidding Process:**

**PROJECT: AntFarm Estacada Center Rehabilitation Project**

**BID RELEASE DATE: October 24, 2025, post in local publications**

**BID CLOSING DATE: November 21, 2025, Thursday, 5:00 PM, Pacific Time**

**BID INTENT TO AWARD DATE: November 28, 2025, Monday, 5:00 PM, Pacific Time**

**NOTICE TO PROCEED FOR THE CONSTRUCTION CONTRACT: January 20-25, 2026**

**2. For the Construction Process:**

The Contractor agrees to complete the Work in accordance with the following key dates:

**COMMENCEMENT DATE: (tentative): Upon Issuance of Notice to Proceed**

**CONSTRUCTION PERIOD: 5 months (21 Weeks)**

**SUBSTANTIAL COMPLETION DATE: (tentative) June 15, 2026**

**FINAL COMPLETION DATE: (tentative) June 26, 2026**

**CONTRACT CLOSE OUT DATE: (tentative) July 30, 2026**

**RETAINAGE PAID: August 15, 2026**

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial

Completion and Final Completion by the above specified dates.

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 \$945,108.92 for Phase III.

The COUNTY is adding construction contingency funds up to 15% of the SUBRECIPIENT or SUBRECIPIENT Youth Services-Estacada 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 SUBRECIPIENT hired project architect, which developed the scope of work. Both agencies (i.e., COUNTY and SUBRECIPIENT) support this need for adding construction contingency for unforeseen site conditions related to the start and completion of the project.

This project has been awarded to: Gen. Contractor A. Pacific Sun Construction, LLC: \$691,399.07

The requested Construction Contingency of 15% is: \$103,709.85

Additional Electrical for PGE, subcontractor: \$100,000

Additional Plumbing Work (sewer & water): \$50,000

For a reimbursement billable total from the COUNTY to SUBRECIPIENT of: \$945,108.92

The total Agreement compensation funds will not exceed \$1,189,789.80

**EXHIBIT B**  
**SUBRECIPIENT Program Budget**

<b>PROGRAM NAME: AntFarm Estacada Resource Center</b>	<b>H3S #12412</b>
<b>SUBRECIPIENT: AntFarm</b>	
Total Agreement Value for; <ul style="list-style-type: none"><li>● Phase I is \$180,568.88 capital funds for the acquisition of the Project Site;</li><li>● Phase II is \$50,800 for Architectural Services</li><li>● Phase III is \$945,108.92 for Construction Services and Antfarm -Project Management</li></ul> <b>\$13,312.00</b> <b>Total \$1,189,789.80</b>	

**EXHIBIT C:  
Required Financial Reporting and Payment Request**

Phase I funds for the acquisition of the Project Site will be reimbursed by COUNTY directly to Contractor 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 \$180,568.88.

The total amount for Phase I is \$180,568.88 for the acquisition of the property. Phase II is \$50,800 for Architectural Services. Phase III is \$945,108.92 for Construction Services.

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

**EXHIBIT D**  
**General Administrative Requirements and Terms & Conditions**

**1. Status**

**a. COUNTY has determined:**

Entity is a non-federal subrecipient       Entity is a SUBRECIPIENT  Not applicable

**2. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources of documentation for all costs incurred.
- b. Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 30 days.
- c. Program Income.** Program Income is income to SUBRECIPIENT that is generated from the use of State of Oregon, Oregon Housing and Community Services Department (OHCS”) Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011 funds, or additional funds as appropriated for continuation of this program. Program Income may include, without limitation, proceeds from rent or lease of real or personal property acquired with such funds, or other source generating program income, including lease of all or a portion of the Property, SUBRECIPIENT shall report receipt of all Program Income and must be used for the purposes and under the conditions of this Agreement.
- d. Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- e. Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- f. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the eligibility period.

- g. **Reserved.**
- h. **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- i. **Reserved.**
- j. **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of the eligibility period of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C Required Financial Reporting and Payment Request.
- k. **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- l. **Reserved.**
- m. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, except for expiration of the thirty (30) year Regulatory Agreement term. SUBRECIPIENT must satisfy all obligations incurred under this award and must submit all financial, performance, and other reports as required by the COUNTY, no later than 90 calendar days after the end of the eligibility period of this Agreement (January 10, 2024, through June 30, 2027).
- n. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, or its duly authorized representatives, shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- o. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a period of thirty (30) years, or such longer period as may be required by COUNTY or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- p. **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for use of State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011 funds, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as

COUNTY, under those grant documents.

### 3. Default

- a. **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:
- a) SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
  - b) SUBRECIPIENT fails to close on acquisition of the Property within ninety (90) days of execution of this Agreement;
  - c) SUBRECIPIENT fails to secure all additional funding necessary to complete the Project within 12 months of execution of this Agreement;
  - d) SUBRECIPIENT fails to use the Property for the purposes described in this Agreement;
  - e) SUBRECIPIENT fails to execute phases II and III of this Agreement;
  - f) After thirty (30) days' notice with an opportunity to cure, SUBRECIPIENT's fails to comply with any term or condition of this Agreement, including the terms and conditions of the Regulatory Agreement;
  - g) SUBRECIPIENT fails to complete the Project, and have a fully operational Center, within 24 months of execution of this Agreement;
  - h) SUBRECIPIENT uses funds in a manner that results in under-expenditure, over-expenditure, or mis-expenditure in violation of this Agreement;
  - i) SUBRECIPIENT transfers the Property without COUNTY's written permission. As used herein, "transfers" means any refinance, sale, assignment, or transfer of any portion of SUBRECIPIENT's interest in the Property, whether voluntary or involuntary, that occurs without COUNTY's written permission.
  - j) Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
  - k) A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b. **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

### 4. Remedies

- a. **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring the return or repayment of any funds used by SUBRECIPIENT in violation of this Agreement including, but not limited to, failure to acquire the Property or complete the Project by the dates set forth herein; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, specific performance,

declaratory, or injunctive relief; (7) in the event SUBRECIPIENT fails to execute phase II or phase III of this Agreement, return of all funds provided by COUNTY to SUBRECIPIENT for acquisition of the Property; and/or (8) in the event SUBRECIPIENT fails to complete the Project within 24 months of execution, return of all funds provided by COUNTY to SUBRECIPIENT under this Agreement. Failure by COUNTY to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

- b. **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

## 5. Compliance with Applicable Laws

- a. **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b. **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but it is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the COUNTY desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)). SUBRECIPIENT agrees to hold any and all information that it is required by law or that the COUNTY marks as "Confidential" to

be held in confidence (“Confidential Information”), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT’s written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

**6. Dispute Resolution.**

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation.

**EXHIBIT E**  
**SUBRECIPIENT INSURANCE REQUIREMENTS**

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

1. **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Commercial General Liability.**

Required by COUNTY  NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

3. **Commercial Automobile Liability.**

Required by COUNTY  NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

4. **Professional Liability.**

Required by COUNTY  NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against

liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

**5. Abuse and Molestation Clause.**

Required by COUNTY  NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

**6. Property Insurance**

Required by COUNTY  NOT Required by COUNTY

SUBRECIPIENT agrees to maintain "all risk" property insurance insuring the Property against damage or destruction due to risk including fire, wind, water, vandalism, and malicious mischief, among others, in an amount not less than the replacement cost thereof.

**7. Pollution Insurance**

Required by COUNTY  NOT Required by COUNTY

SUBRECIPIENT shall maintain pollution liability insurance covering liability for bodily injury, property damage, including first party cleanup costs, resulting from sudden and accidental release and gradual release of pollutants on land and on water (including ground water). The amount of such insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or per claim. If coverage is claims-made, the retroactive date shall be on or before the Effective Date; coverage shall be maintained continuously in effect until two (2) years after termination of this agreement or all obligations under this agreement have been completed, whichever is later, and until two years after the date of an assignment and release of SUBRECIPIENT, and if coverage or insurer is replaced, continuity of coverage shall be maintained through extended reporting endorsements and prior acts coverage on the replaced and replacement policies.

**8. Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

9. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
10. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
11. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
12. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
13. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
14. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

**EXHIBIT F**  
**Funder-Specific Program Requirements**

State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 attached hereto and incorporated herein, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below. Further explained in Exhibit I.

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.**

State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 9171, House Bill 5011, 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 creating a Statewide Shelter Program for the purpose of reducing unsheltered homelessness and transitioning people from experiencing homelessness into housing stability.

Allowable uses of the funds are for shelter operations, housing focused activities, and capacity building. Further explained in Exhibit J.

## **EXHIBIT G**

- 1. NOFO solicitation and Approved Proposal**
- 2. Published NOFO**
- 3. AntFarm Approved Proposal**
- 4. OregonBuys Publication Note**
- 5. Notice of Award**



**HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**Notice of Funding Opportunity # 202301**

**FOR**

**SUPPORTIVE SERVICES RESOURCE CENTER**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

**MARK SHULL, Commissioner**

**BEN WEST, Commissioner**

---

**Gary Schmidt  
County Administrator**

**Vahid Brown  
Deputy Director, Housing and Community Development**

**CLOSING DATE, TIME AND LOCATION**

**DATE: September 28, 2023**

**TIME: 2:00 PM, Pacific Time**

**PLACE: <https://bidlocker.us/a/clackamascountv/BidLocker>**

## **SCHEDULE**

**Notice of Funding Opportunity Issued.....August 28, 2023**

**Virtual Proposal Meeting....., September 11, 2023, 1:00PM -2:00 PM, Pacific**  
<https://clackamascounty.zoom.us/j/81551326121?pwd=aEVpNS8rTHdXRVIpWUE3UE1GSTVNZz09>

**Deadline to Submit Clarifying Questions .....September 12, 2023, 5:00 PM, Pacific Time**

**First review of submissions..... September 18, 2023; 2:00 PM, Pacific Time**

**Final review of submissions .....September 28, 2023, 2:00PM, Pacific Time**

## **TABLE OF CONTENTS**

- Section 1 – Notice of Funding Opportunity**
- Section 2 – Instructions for submittal**
- Section 3 – Scope of Work**
- Section 4 – Evaluation and Selection Criteria**
- Section 5 – Proposal Content (Including Proposal Certification)**

**SECTION 1  
NOTICE OF FUNDING OPPORTUNITY**

Notice is hereby given that Clackamas County, through its Board of County Commissioners and the Housing and Community Development Division (“HCDD”) of the Health, Housing & Human Services Department, will receive Proposals per specifications until **2:00 PM, September 28, 2023** (“Closing”), for the acquisition, construction, and operations of Homeless Resource/Navigation Service Center(s). Note, HCDD will conduct a first round of reviews on September 18, 2023. No Proposals will be received or considered after September 28, 2023 at 2:00PM.

**Location of documents: OregonBuys**

Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsc/view/login/login.xhtml>, **Document No. S-C01010-00007964**.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder’s List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

**Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

**Contact Information**

Process and Technical Questions: Jaymi Stark, [jstark@clackamas.us](mailto:jstark@clackamas.us)

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity

**Non-Mandatory Pre-Proposal Meeting:**

A non-mandatory pre-proposal meeting will be conducted on Monday, September 11, 2023, at 1:00 PM, Pacific Time. Join Zoom Meeting via the following link:

<https://clackamascounty.zoom.us/j/81551326121?pwd=aEVpNS8rTHdXRVlpWUE3UElGSTVNZz09>

## **SECTION 2 INSTRUCTIONS FOR SUBMITTALS**

### **2.1 Purpose and Award:**

The purpose of this Notice of Funding Opportunity is to partner with multiple vendors for the acquisition, construction, and operations of Homeless Resource/Navigation Service Center(s). The intent of this NOFO is to award one or more contracts to allocate funding for Homeless Resource/Navigation Services Center capital infrastructure. The County reserves the right to award one, multiple, or no contracts as a result of this solicitation.

### **2.2 Submission Due Dates:**

The first round of submittal review will take place on **September 18, 2023**, however the county will keep this opportunity open until **September 28, 2023** to allow for as many submissions as possible. The County reserves the right to close this funding opportunity at any time and issue awards as it sees fit.

### **2.3 Questions and Comments:**

Any respondent requiring clarification of the information must submit specific questions or comments to the NOFO contact via email. **The deadline for submitting such questions is 4:00p.m. on September 13, 2023.** If in HCDD's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum through email to the same contact as identified on the registration form. Such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions given to prospective respondents by HCDD employees or its agents shall not bind HCDD. All Addenda shall be issued by HCDD not less than three (3) calendar days prior to the submission deadline.

### **2.4 All questions should be submitted in writing, by email to:**

Jaymi Stark

Email:

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

The Housing & Community Development Division of the Health, Housing & Human Services Department seeks to partner with community-based organizations, developers, or other qualified applicants in acquiring and/or constructing property for use in providing resources and navigation services to individuals experiencing or at risk of experiencing homelessness. This opportunity is for funding to support acquisition, construction, and/or rehabilitation, expansion, or other physical improvements to new or existing property.

Note: All property acquisition must adhere to the Federal Uniform Relocation Act (“URA”) laws and requirements. If an agency selects acquisition as an activity, they must work directly with HCDD in this process.

Clackamas County’s Supportive Housing Services (“SHS”) Local Implementation Plan includes “enhanced system navigation services” as a system-wide investment priority. In furtherance of this priority, Clackamas County through this funding opportunity, seeks prospective developers and community partners to help create site-based resource centers that will assist individuals and families in navigating the array of safety-net programs and connecting them directly with housing, supportive services, and public benefits.

### **3.2 BACKGROUND**

Clackamas County has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and supports that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the regional Supportive Housing Services ballot measure that was passed by voters in the tri-county metro region in May 2020. The measure authorizes a new regional tax that will generate revenue for implementation of the SHS program from July 2021 through December 2030, with the potential for extension through voter renewal.

Clackamas County’s SHS Local Implementation Plan identified system navigation and access coordination as a priority investment area. Consistent with this stated priority, Clackamas County seeks to support community partners in the siting of service-enriched resource centers: access points to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can be connected with permanent housing opportunities; can access supportive services to address housing barriers, including addiction and recovery services, physical and behavioral health services, and employment services; and can enroll in public benefits. When operating as navigation centers, they may also offer immediate access to safety off the streets and overnight shelter. As service access points, resource centers often provide space for a variety of community based organizations that provide these services to enroll program participants, meet with clients, and/or directly deliver programs and services.

### **3.3. GUIDING PRINCIPLES AND EXPECTATIONS**

#### **Equity:**

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HCDD recognizes that culturally responsive and culturally specific services eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HCDD recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees.

To further equity goals, providers must show they have or can develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with HCDD to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities,
- Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis.

#### **Outcomes:**

HCDD aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.

- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.
- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other outcomes and measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

### **Coordination:**

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion)
- Build connections and coordinate with multiple systems of care (i.e., housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers

### **Services:**

All services focus on building relationships and service engagement through person-centered, culturally responsive, trauma-informed, strengths-based practices. Services should align with Housing First principles (see Attachment D – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, the following proven practices must be followed:

- All services are low barrier, not requiring pre-requisites to become eligible for services or housing

- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
- Vulnerable populations are prioritized. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
- Services are highly flexible and tailored to meet the needs of each household

### **Participant Voice:**

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness.

The following guidelines should be incorporated into all programs:

- Participants lead development of their own individual service plans
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services
- Integrate participants (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation
- People with lived experience, who participate in decision-making and program development, should be paid for their time
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services

### **System-wide Service Delivery Expectations:**

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
- Provide services purchased as a result of this Program Offer free of charge to participants or utilizing a pre-approved sliding scale fee
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
- Maintain an effective working relationship. HCDD will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities
- All services must be delivered in a wholly secular manner, and programs may not require

participation in religious activities for program eligibility purposes

- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
- Ensure that staff and volunteers have access to continuing education opportunities
- Attend training and community/system networking meetings as reasonably required by HCDD

### **3.4. SCOPE OF WORK**

#### **3.4.1. Scope:**

##### **Program Description:**

This NOFO makes funding available for the acquisition, construction, and/or rehabilitation, expansion or other physical improvements to new or existing property for use as Resource/Navigation Service Center(s) (“Project(s)”). Applicants with access to property may use the full award towards the purchase, design, development, and/or construction of Projects. This NOFO is not intended to fund the entire capital budget of any planned Project. The county reserves the right to provide additional funding, as determined by the County at its sole discretion, for gaps that may occur during the project timeline that would prevent a project from completion.

Based on restrictions associated with available funding, the primary focus of this NOFO is for Projects that are located within Clackamas County’s Metro Service District, although Projects in the remaining areas of Clackamas County, including rural areas, will also be considered. The proposed Projects must be dedicated for long-term use as Resource/Navigation Service Center(s) for people experiencing or at risk of experiencing homelessness, for a period of no less than 15 years (“Minimum Use Period”). The Projects can be designed to support a variety of resource center models and program types, including day centers and navigation centers. Specific characteristics of these models include:

#### **1. Day Centers**

Site-based access points of connection to housing and supportive services, with on-site staff, open during daytime business hours and welcoming to walk-in participants. Services offered may include but are not limited to:

- Enrollment in the County’s By-name List of people experiencing homeless; Coordinated Housing Access assessment.
- Assistance in applying for housing, housing assistance, and overcoming barriers to permanent housing.
- Services and referrals to address addiction.

- Case management.
- Behavioral and physical health referrals and services.
- Assistance acquiring identification cards, Social Security Income, Supplemental Security Income, Social Security Disability Insurance, Medicaid enrollment, Veterans Benefits, DD214 documents, birth certificates, unemployment or Temporary Assistance to Needy Families benefits, and Oregon Trail benefits.
- Employment support, job skills development, and education resources.
- Trauma-informed peer to peer counseling.
- Space for temporary storage of personal belongings.
- Clothing, hygiene items, sleeping material, and other basic needs supplies.
- Daily meals.

## 2. Navigation Centers

Per the Oregon State Legislature (2021 Oregon Housing Bill 2006), navigation centers are defined as being open seven days a week, providing immediate on-site access to safety off the streets (i.e., emergency shelter), and connecting individuals and families with health services, permanent housing, and public benefits. Navigation centers may provide the same suite of services as day centers with the specific difference of also offering overnight sheltering and seven day-a-week operation.

## 3. Resource Centers

Sites with the suite of services listed under day centers and have some, but not all, of the characteristics of navigation centers. For example, a resource center providing daytime access to services that is not open seven days a week but maintains space in its facility for some safety off the streets programming, such as severe weather shelter or short-term crisis housing for people fleeing domestic or sexual violence.

### **Minimum Requirements**

Project requirements for funding eligibility and allowable use of funds:

- Longevity. Applicant intends to maintain site control and operate the property as a resource center for at least the Minimum Use Period.
- Location Requirements. Site must be located within Clackamas County and have reasonable access to transportation options, meet all permitting and zoning requirements, and obtain approval from relevant local government(s).
- Property Owner Obligations. Property owner will be responsible for the building shell and major building systems, long-term asset preservation and capital needs planning and oversight, and management of all structures or buildings on the site. A contract may be established for the daily management, operations, and basic maintenance of the property.

- **Partnership.** Funding through this NOFO requires full partnership with Health, Housing & Human Services and its Housing & Community Development Division in the site design process, selecting service providers, and programming. The partnership will be established through contract(s) outlining partner roles and responsibilities.
- **Community Engagement.** A community engagement process will be required to provide opportunities for the local community to be seen and heard and ensure resource center programming meets the needs of the community.

Eligible Costs include, but are not limited to:

1. Design, architectural, and engineering work
2. Building permits and fees
3. Archeological and historical review
4. Construction labor and materials
5. Demolition/site preparation
6. Information technology infrastructure (wiring and cables)
7. Real property when purchased specifically for the project, and associated costs
8. Landscaping

### Selection Process

#### Applications

Eligible applicants are invited to submit a brief proposal for each Project.

See proposal guidelines below.

#### **3.4.2. Budget**

Clackamas County anticipates allocating between \$5- and \$10 million for capital development of Projects through this solicitation, with the possibility of additional funding for one-time or ongoing operations. Firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

#### **3.4.3. Term of Contract:**

The term of the contract shall be from the effective date through two (2) calendar years, with the option for three (3) additional one (1) year renewals subject to the mutual agreement of both parties. The Minimum Use Period of real property will be enforced through deed restriction, or any other such legally binding covenant instrument identified by the County, at its sole discretion, as sufficient to memorialize the restricted use of the property for the provision of resource center services.

**3.4.4 Sample Contract:** Submission of a Proposal in response to this Notice indicates Submitter's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this Notice.

The applicable Sample Personal Services Contract for this Notice can be found at <https://www.clackamas.us/finance/terms.html>.

The following insurance requirements will be applicable:

- Commercial General Liability:** combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability:** combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability:** combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

#### **SECTION 4 EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all submissions that are initially deemed responsive, and they shall rank the submissions in accordance with the below criteria. The evaluation committee may recommend an award(s) based solely on the written responses or may request interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written submissions must be complete, and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring submission. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all submissions and cancel the Notice of Funding Opportunity.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

Proposer demonstrates experience and a logical plan to execute the core components of their Project.

1. Proposer has a thorough plan to create a Resource/Navigation Service Center that accommodates people with various needs and abilities.
2. Proposer, and/or development team and partners have previous experience in real estate and/or obtaining permits and other development requirements.

3. Proposer and/or partner's experience reflects history with building or operating and providing services that are focused on helping individuals gain safety, improve health, and address barriers to securing housing.
4. Proposer may also be asked to make presentations to or be interviewed by the evaluation committee.

#### 4.2 Evaluation Criteria

Area	Ideal Response	Max Score	Score
Site and Location	Describe the proposed Project site. Include information regarding specific location, size, description of any buildings currently on site, utility access, and proximate access to community resources such as transportation, employment, and groceries.	15	
Project Description	Describe the proposed Project program model, planned capacity for households to be served daily/annually, service offerings, and anything else specific to the planned Project. Provide any preliminary architectural drawings, if available.	20	
Project budget and funding	Describe any acquisition costs, estimated rehabilitation or development plan and detailed cost estimations, and a detailed sources and uses list equal to the project budget. Describe composition of Project funding, any anticipated funding gap, and proposed plan to address the gap. Also include an estimated Project operational budget for the completed project broken down by capital asset operations and maintenance vs. program delivery.	15	
Project Timeline	Provide a timeline for the entire project, including pre-development and design, permitting milestones, contractor and consultant phases, construction start date, other milestones, community engagement plan, and goal date for Project opening.	10	

<p><b>Program Description</b></p>	<p>Describe programs and services planned to be delivered at Project site, including priority populations to be served and/or planned inclusion of culturally specific services. The program proposal should be consistent with overall programmatic goals of Clackamas County and Guiding Principles and Expectations of the Supportive Housing Services program, including the commitment to advance racial equity. A complete or final program description is not a minimum requirement for applicant eligibility, as service providers may not yet be selected, and details of programming may be developed in partnership with Clackamas County.</p>	<p>25</p>	
<p><b>Community Engagement</b></p>	<p>Describe any completed or planned community engagement processes. (Future community engagement may be requested to be conducted in partnership with the County, if the project receives funding.)</p>	<p>15</p>	
	<p><b>Total</b></p>	<p><b>100</b></p>	

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the Project. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated, and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 SUBMISSION CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Submissions will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

**5.1.2.** Completed documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

**5.1.3.** County reserves the right to solicit additional information or clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Submissions should not exceed fifteen (15) pages, excluding the project budget, and should describe each proposed project.

### **Provide the following information in the order in which it appears below:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of experience with acquisition, construction, and/or rehabilitation, expansion, or other physical improvements to new or existing real property, homeless services, and other relevant experience.
- Description of the firm's ability to meet the requirements in Section 3.

### **5.3. Scope of Work**

Eligible applicants are invited to submit a brief proposal for each shelter site project. See proposal guidelines below.

#### **Please address the following information:**

1. **Site and location (15 Points).** Describe the proposed Project site. Include information regarding specific location, size, description of any buildings currently on site, utility access, and proximate access to community resources such as transportation, employment, and groceries.
2. **Project description (20 Points).** Describe the proposed Project program model, planned capacity for households to be served daily/annually, service offerings, and anything else specific to the planned Project. Provide any preliminary architectural drawings, if available.
3. **Project budget and funding (15 Points).** Describe any acquisition costs, estimated rehabilitation or development plan and detailed cost estimations, and a detailed sources and uses list equal to the project budget. Describe composition of Project funding and any anticipated funding gap, and proposed plan to address the gap. Also include an estimated

Project operational budget for the completed project broken down by capital asset operations, maintenance, and ongoing program delivery costs.

4. **Project Timeline (10 Points)**. Provide a timeline for the entire project, including pre-development and design, permitting milestones, contractor and consultant phases, construction start date, other milestones, community engagement plan, and goal date for Project opening.
5. **Program description (25 Points)**. Describe programs and services planned to be delivered at Project site, including priority populations to be served and/or planned inclusion of culturally specific services. The program proposal should be consistent with overall programmatic goals of Clackamas County and Guiding Principles and Expectations of the Supportive Housing Services program, including the commitment to advance racial equity. (A complete or final program description is not a minimum requirement for applicant eligibility, as service providers may not yet be selected, and details of programming may be developed in partnership with Clackamas County).
6. **Community Engagement (15 Points)**. Describe any completed or planned community engagement processes. (Future community engagement may be requested to be conducted in partnership with the County, if the project receives funding.)

#### **5.4. References**

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff.

**Clackamas County**  
**Housing and Community Development Division**  
**Notice of Funding Opportunity # 202301: Supportive Services Resource Center**

**Funding Proposal**

• **Proposer's General Background and Qualifications**

**Description of the firm** AntFarm is located in Sandy, Estacada, and Molalla. As a rural based non-profit organization, we live and work in the communities we support. We support youth, families, and elders to connect and create community through teaching and support. We believe in positive mental health, alcohol and drug recovery, job readiness, healthy leisure activity, problem solving, and community service. Empowering communities to identify problems and create solutions is important to the work we do. We support youth and their families in identifying and achieving their focus and goals. AntFarm is a place where people come together from all walks of life to support each other, where no one is left out. With over 16 active programs in Sandy, Estacada, and Molalla, AntFarm addresses the isolation, barriers, and distance which is significant to supports and resources that can often only be found in the more urban county cities. AntFarm's vision is that all people can be healthy, live with purpose, and be a contributing member of community. Our mission is to create and connect a healthy, purposeful, and compassionate community by providing culturally responsive life-changing learning experiences for youth.

**Credentials & experience of key individuals**

- Two Foxes Singing, also known as Nunpa, is the Founder and Executive Director of AntFarm. He believes passionately that positive change occurs when the community works together. He celebrates youth as the next generation, seniors as those with life experience, and all community members working together. Nunpa believes we can support each other, regardless of political or personal beliefs, and that we will always find common ground and discover healthy ways to live together.
- Neal Hatley, the Director of Workforce Development, is a licensed SUBRECIPIENT who grew up and worked in a family-owned construction business. His previous experience combines contracting with work in special education classrooms to provide strong teaching and management of youth employment projects. He has developed building plans for several AntFarm building projects to include the Estacada Zobrist remodel, Harmony Bakery remodel, and several client projects. He works closely with area electricians, plumbers, and construction firms.
- Andrew Rathbun, is the Director of Youth and Family services. Andrew draws from his personal experience with addiction, homelessness and the revolving door of the criminal justice system, to provide strong mentorship and leadership to our youth and families in rural Clackamas County.
- AJ Fouts is the Director of Housing and Emergency Management Services. She leads through her belief that housing is a human right and access to safe, affordable housing is essential for all. She worked for several years in Detroit, Michigan as a Director of a non-profit dedicated to eviction and foreclosure prevention and tenant organizing, focusing on systems and processes to improve service provision. Upon moving to the Portland metro area, she joined the AntFarm team to

provide service to homeless and housing unstable youth and adults in rural Clackamas County.

- Valerie Salazar previously was the Director of Services for AntFarm. With her recent resignation, she continues to provide leadership in AntFarm's goal to provide a full array of community resources to rural Clackamas County. She worked in youth development programs for many years serving as a champion for young people and their families. She consistently contributes important perspectives on the importance of culture and the value of equity and inclusion. Valerie has years of experience is in high risk and vulnerable youth outreach and crisis de-escalation, including sex trafficking, gang outreach, homelessness, LGBTQIA+, communities of color, and foster care.

**Description of experience with acquisition, construction, and/or rehabilitation, expansion, or other physical improvements to new or existing real property, and/or homeless services**

AntFarm is a nonprofit unique to its grassroots rural origin helping local youth and community members to support local Elders. Our first annual budget was \$21,000 and for many years we operated in these humble beginnings. In 2010 we moved into our current location of the AntFarm Café and Bakery in Sandy and with a crew of 7 youth, performed demolition and remodeling of the space. We have designed and completed 3 full capital improvement projects in Sandy and Estacada buildings. We purchased and are now in a full remodel of the Harmony Bakery in Estacada as our fourth project. In addition to the buildings, we have mapped and developed four garden spaces to include greenhouses, raised beds, and a layout for safe services. We have managed each of these projects from start to completion in working with city and county code enforcement, meeting permit requirements, working with subSUBRECIPIENTS, and meeting with community members and partners to understand our purpose and intent. Now, 13 years later, our 2023 budget was \$4,700,000 with our 2020-2022 Covid-19 budgets and expenditures totaling over \$14,000,000. AntFarm's quick response to Covid-19 and the pivot of services demonstrates not only our commitment to our mission, but the ability of our administrative structure to be flexible and solid in providing good services. The acquisition, construction, rehabilitation, and expansion of our properties has been a consistent factor in the growth we have made and the strength in our services.

Although we are a nonprofit service organization, our program design is built upon action through engaging our team, community members, and clients in the work necessary to create our spaces and operate our program. We have often been referred to the organization that conducts "barn raising." Our leadership has the skill set as well as the credentials to initiate, develop, and implement acquisition, construction, and rehabilitation projects.

**Description of the firm's ability to meet Guiding Principles and Expectations**

- **Equity** During recent years, there has been political polarization, racial unrest, and important culture discussions. With racial composition as a factor, the 2020 census data for Sandy, Estacada, and Molalla indicate: 90%-White, 8%-Hispanic, 1%-Asian, .5%-Native Indian & Alaska Native, and .5%-Black or African American. AntFarm demonstrates inclusion in these communities. Our board and team represent many cultures, people of color, LGBTQIA+, and other marginalized people. We actively engage underrepresented people to provide inclusive services. We have consciously chosen to promote women, people of color, LGBTQIA+, and people with different perspectives into leadership. We have identified key support for marginalized people and have consistently provided quality services to include:
  - Nuevo Futuro is translated as "New Future." Nuevo Futuro is proactive in representing,

engaging, and supporting Latinx and Hispanic people and manifesting cross cultural and multigenerational support. Our staff and leadership have prioritized culturally and linguistically specific skills and services with strong Latinx partnerships.

- **AntFarm Cultural Arts** occurs in Estacada and Sandy with the intention of honoring individuality with cultural identity. Specifically, the LGBTQIA+ community in partnership with The Living Room uses this as safe space.
- **First People and Native American** students from Chemawa Indian School join local youth to work in AntFarm programs. This partnership supports exploration of cultural differences to understand more about each other. Our Executive Director contributed to an Oregon approved Evidence Based Practice for Native American people called "Discovering Our Story." This EBP utilizes traditional storytelling as an important support and intervention.
- **Outcomes** AntFarm fully supports the HCDD goal to end racial disparities in housing and make homelessness rare, short, and not recurring for all who live in Clackamas County. We are committed to the eight HCDD goals. AntFarm is uniquely positioned to establish these outcomes in rural Clackamas County as our staff live in the community in which we work. We prioritize hiring local people with lived experience and problem solving with our community members close-to-home solutions. Although always open to utilizing urban resources, we have discovered that local people prefer to remain in their communities.
- **Coordination** Established in the metaphor of Ants working together, AntFarm has over 40 rural partners from all community segments. Local landlords, businesses, churches, community-based organizations, city and county programs, and individuals comprise the backbone of service delivery. We actively participate in monthly coordination meetings including CHA, YHDP partners, Warming Shelter providers, EstacadaConnect, SandyConnect, Safe Kids Coalition, Department of Human Services, Clackamas Workforce Partnership, and various meetings in our three local districts of Oregon Trail School District, Molalla River School District, and Estacada School District.
- **Services** AntFarm is known for many types of services found in rural Clackamas County. These include Basic Needs support, Latinx outreach and home visits, Parenting classes, Outreach and engagement for homeless adults and youth, criminal Expungement clinics, Partner connections such as ODHS office hours, and several types of workforce development internships, apprenticeships, and employment opportunities. We have demonstrated the vital importance of rural service delivery to establish positive relationships and offer many types of resources and services. Our work is person-centered, culturally responsive, trauma-informed, and strengths-based. We accept all people in their life situation with no barriers or judgement. With this full acceptance, our community consistently "shows up".
- **Participant Voice** AntFarm was established 13 years ago from community voice. The evolution and growth of the organization continues to follow this trajectory. Community members have learned that AntFarm is a place in which their voice will be heard and that action always comes from this dialogue. We host many focus groups and listening sessions for youth and various marginalized populations to continually create an open door and a listening ear.

AntFarm has over 90 employees. 75% of our Leadership team and 82% of our staff has lived experience, including inpatient mental health, incarceration, felonies, discrimination due to sexual

orientation and race, gang involvement, sex trafficking, addictions, overdose, and discovery of rehabilitation and recovery. AntFarm also hires and includes youth in decision making at all levels. During the summer we have over 140 youth employees and during the school year we average 20-25 youth employees. The majority of our youth employees are hired with mental health and addictions struggles as well as poverty, racism, and other environmental challenges. Most of the youth employees have multi-level involvement in the juvenile system, disability services, and school programs. We also routinely engage different aspects of youth community in discussions for feedback and direction in program planning and implementation and have hosted several Clackamas County Youth Advisory Board meetings

- **System-wide Service Delivery Expectations** AntFarm is well respected and an effective community partner. We participate in many local, county, and state meetings to problem solve, share, and establish professional services. Our leadership team has a strong commitment to coordinated and integrated system-wide service delivery. Currently we are a key partner to positive communications with local leadership including the mayors, city councils, and stakeholders in discussions about how to work with homeless people and services that are often misunderstood. AntFarm is committed to positive community building at all levels.

AntFarm has been instrumental and provides leadership in organizing cross-system collaborative communication with Clackamas County service providers. As an active participant in Clackamas County Public Health, EstacadaConnect, SandyConnect, Clackamas County Prevention Coalition, Safe Kids Coalition, Youth Services Provider meetings, Oregon Health Authority meetings, Clackamas County Social Service meetings, and school district meetings, our team is respected and has built necessary supports for positive and strong service delivery.

AntFarm will continue to lead, support, and leverage existing meetings to ensure that homeless and unaccompanied youth have appropriate support and services. This not only includes current service providers but also strengthening communication with apartment managers and landlords, local businesses, Chamber of Commerce's, churches, food banks, and other locally-based partners in Sandy, Estacada, and Molalla. Empowering information exchange through the Coordinated Housing Access partners is a system wide interest in which AntFarm is very committed.

### **Scope of Work**

- **Site and location** Our proposal geographical area includes 88% of Clackamas County. As the third largest county in the state, a large rural area is adjacent to the urban Portland Metro area. This geographical area often is underserved. Local resources are unavailable, and transportation is limited. AntFarm's proposal identifies this area outside the urban growth boundary as our focus. The land area is 88% of Clackamas County with 33% of the residents. This proposal addresses the important need for these rural Clackamas County residents to receive equitable housing access and services through supportive and accessible resources.

AntFarm started in the foothills of the Cascades, was re-located into Sandy, and has

expanded offices into Estacada, and Molalla. This rural Cascade corridor is where we live and work. AntFarm recognized from the early days that services were often not available and that the transportation to access them was often a greater barrier. This recognition assisted us in consistently problem-solving community needs and organizing ways to address the need and support the people.

In our work over the past 13 years, we have learned that Sandy, Molalla, an Estacada are all “hubs” of rural activity. Although a distance from the urban area of Portland area, residents conduct many of their basic needs in these three towns. Outside of these basic needs, many types of services that can improve quality of life, health, and happiness do not exist in our smaller communities. Therefore, we are identifying three distinct Supportive Services Centers in each of these rural towns as a focus for this proposal.

- **Sandy** is located in the foothills of the Cascade Mountains and serves as the western gateway to the Mount Hood Corridor and is located 27 miles east of Portland. It is the closest distance to 50 of Clackamas County’s 135 rural communities. Sandy has a unique geography as there is a steep incline to the Sandy River on the North border, a busy highway 26 as entrances to the East and West, and rural lands to the South. The city was originally settled in 1853 by travelers passing along the Barlow Road. The city subsequently took the name Sandy after the Sandy River, named by Lewis and Clark in 1805. The city was incorporated in 1911 and the city’s population saw a significant increase in residents, concurrent with the growth of the Portland metropolitan area. Currently the population is estimated at 12,743. Sandy has experienced a steady flow of new residents. Utilizing the outdoor wilderness areas for shelter, many houseless and homeless people are living in makeshift campsites as well as their personal vehicles. The resource needs are very high.

Given the continual expansion of Sandy, buildings and office spaces are in high demand. As AntFarm has established a very strong presence in Sandy, our Café and Bakery serves as an “unofficial” resource center for our community. In the past two years, we have used the Axis Learning Center in the café as a Warming and Cooling Center. We have also utilized the café as a Portland General Electric and Clackamas County Emergency Operations center during weather and fire related emergencies. We have many community partners work in the café such as ODHS, Clackamas County Juvenile Justice, Clackamas County Social Services, Latino Networking, Church groups, Seniors Clubs, and Mt Hood Community College programs.

As we have been exploring opportunities for rental or purchase in Sandy for over a year, we have found a limited market in Sandy. Several older buildings in town are not listed yet have been offered as potential properties for purchase; all with significant capital improvement needs. In our search, AntFarm has had considerable interest in a building located in the center of town that was previously occupied by Clackamas County Public Health. At the time of this

funding opportunity announcement, we initiated a review of our program needs and current finances in assessing this building as potential for our use.

The “Clackamas County Building,” as it was known, is a two story 5,541 square foot building with a main floor provides a lobby/reception area, multiple private offices, exam rooms, two lab areas, and three restrooms. The second floor has an exterior staircase which includes eight private offices, a conference room, two restrooms, and storage. The office is fully served by a well-maintained and newer HVAC system. It has 15 onsite parking spaces as well as street parking along both public streets fronting the subject property. This space is well suited for a full array of housing, homeless, and community resources including Cooling and Warming Centers. We have already initiated a conversation with city officials about the potential of re-purposing 6 offices into Single Room Occupancy living spaces as the possibility exists through code review and services could be tremendously advanced in support of houseless individuals.

- **Estacada** is located in the foothills of the Cascades to the west of the Portland Metro area. Estacada came into its own in 1903 with the building of Cazadero Dam and the town became official in 1905. By the 1920s Estacada was a resort destination with a riverside park, dance hall, a grand hotel, stores, saloons, and five electric trolleys daily to and from Portland. Rail use declined with the advent of the automobile and the Great Depression took its toll on agriculture export and tourism. Logging kept the economy vital until the 1970s. Currently, Estacada is returning to its tourism roots with many recreational activities and exploration of six scenic rivers and one million acres of wilderness. Although the area is comprised of beautiful farmland, rivers, and forest, its rural location is isolated from many of the resources and services available to the residents in the local area.

To address the lack of available resources, AntFarm has developed a small resource center downtown that had been utilized for several of our services. Adjacent to the ODHS office, our small building has served as a meeting place for providers, drop-in center for homeless residents, a center for emergency communications, a warming and cooling center, and many aspects of Resource Centers. We have had an overwhelming positive response to this work from the local community. Given the small size, however, AntFarm has initiated a project on the property purchased with the Estacada restaurant, the Harmony Bakery, to further develop resource support. With a complete redesign and remodel of the space, AntFarm has doubled the size of the restaurant to include open access for meetings, services, and food security programs. These plans follow the positive experience over the past ten years with the AntFarm Café and Bakery in Sandy that unofficially became a seven day a week resource center for residents.

Given this funding opportunity, we have completed CAD drawings and entered discussion with Estacada Planning to add an additional 1,000 square foot Resource Center with an additional conference room, three offices, ADA

bathroom, showers, and laundry facilities. With the completion of this space, total Estacada Resource Center capacity would include AntFarm at Zobrist (1,260 square feet), AntFarm Café and Bakery Estacada (2,880 square feet) and AntFarm Resource Center (1,035 square feet). These three spaces combined have a total of 5,140 square feet that will serve as an accessible and comprehensive community Day and Resource Center that can easily also be used for Cooling and Warming Centers.

- **Molalla** is located in the foothills of the Cascade Range, near the Mount Hood National Forest, 15 miles south of Oregon City and 13 miles from Interstate 5. The town was named after the Molalla River, which in turn was named for the Molala, a Native American tribe that inhabited the area. Molalla is surrounded by farms and rural residential development. There are many rock quarries, and thousands of acres of private timberlands, that feed natural resource materials into the economy. Several of the tree farms are managed for totally maintained and sustained forest. The current population is 10,201 and known to be continually growing.

In the three local communities, Molalla is known for the loudest voice in concern over the homeless residents. In 2021-2023, community members addressed the city council with several concerns about a local warming center and its operation. The community discussions appeared volatile and difficult to navigate with the eventual discontinuing of the lease and closing the availability of a warming center. AntFarm has served as a community mediator in many of these discussions with the re-introduction of homeless and housing navigation services. During the extreme heat in August of 2023, AntFarm supported over 50 homeless individuals. In doing so, we have had open community discussions and a positive experience.

The significance of this funding opportunity to the residents of Molalla and the surrounding area is very high. There is an opportunity to purchase a 4,495 square foot church building which has a large area upstairs, a full basement, a commercial kitchen and several ADA bathrooms. The building is well suited for a community Day and Resource Center and can easily be used for Cooling and Warming Centers. This is a turn-key purchase. In addition, the City of Molalla is entering into an agreement with AntFarm for use of the city building located at 209 Kennel Street in downtown Molalla. This building will be utilized as an adjunct Workforce Development site and is 1,500 square feet. As a key aspect of Community Engagement, outreach, and resource development, this site will serve homeless and households at risk of eviction due to employment concerns and will provide access to employment services.

- **Project description** AntFarm intends to utilize these specific spaces to serve as Community Resource Centers. We currently provide this support and services in all three rural towns, yet we have limited space with competing interest. This proposal increases access and availability with the appropriate allocation of space in all three

communities.

Specifically, these spaces will expand access to six days a week from 8 am to 6pm. It will also expand any 24-hour emergency needs. We anticipate that each of our proposed community resource centers will attract between 10 and 20 individuals per day (with many re-occurring visitors), which would indicate the spaces would draw in between 9,000 and 18,000 visitors each year across the three rural towns.

These spaces will allow for increased connection for homeless and housing unstable community members in the areas of:

- Rapid Rehousing and Long-Term Housing
  - Public benefits such as OHP, SNAP, and WIC
  - Access to domestic violence quick response
  - Access to behavioral health
  - Public Defenders and Community Court
  - Access to alcohol and drug mentors
  - Access to Care Coordination Services
  - Access to educational and employment supports and services
  - Access to expungement clinics
  - Access to Basic Needs Supports
  - Access to healthy meals and food
  - Warming and Cooling centers
- Project budget and funding
    - **Sandy** The proposed building is located at 38872 Proctor Boulevard in Sandy. The current asking price of the building is \$898,000, however we have negotiated an \$800,000 price. In remodeling the building, we anticipate \$75,000 for demolition and rehabilitation to meet program and partner needs. The building owner is interested in assisting with capital improvements to meet program needs as a part of the sale. Given the quick turnaround of this proposal, many of these details continue to be in discussion. This does not include the conversion of space into SRO, however, does include a design that allows the space to be used as offices with a future potential transition.

<b>Project Budget (Detailed Project Budget available)</b>	<b>Total Amount</b>	<b>NOFO 202301</b>	<b>Other Financing</b>
Real property: Purchase of 38872 Proctor Boulevard	\$800,000	\$800,000	\$0
Design, architectural, and engineering: AntFarm works with a local architect at reduced rate; redesign of internal space	\$2,500	\$0	\$2,500
Building permits and fees	\$3,000	\$0	\$3,000
Construction materials and	\$18,000	\$0	\$18,000
subSUBRECIPIENT costs			

AntFarm skilled labor through workforce development programs	\$44,000	\$0	\$44,000
Demolition and site preparation – AntFarm crew	\$5,000	\$0	\$5,000
Information technology infrastructure Building currently well cabled	\$2,500	\$0	\$2,500
<b>TOTAL</b>	<b>\$ 875,000</b>	<b>\$800,000</b>	<b>\$75,000</b>

- **Estacada** AntFarm has a crew of youth assigned to the remodel of the new Café and Bakery space in Estacada. The property and building are owned by AntFarm. To establish an additional 1,000 square feet of offices, meeting rooms, and bathrooms, as well as to develop the café space to include an additional meeting room and food security program, the cost is \$327,000.

<b>Project Budget (Detailed Project Budget available)</b>	<b>Total Amount</b>	<b>NOFO 202301</b>	<b>Other Financing</b>
Real property: Purchase of 221 SW Wade Street, Estacada	\$325,000 Financed payment from 2022 purchase	\$325,000	\$0
Design, architectural, and engineering AntFarm works with a local architect at reduced rate; redesign of internal space	\$1,000	\$0	\$1,000
Building permits and fees	\$ 4,000	\$0	\$ 4,000
Construction materials and subSUBRECIPIENT costs	\$ 394,000	\$327,000	\$ 67,000
AntFarm skilled labor through workforce development programs	\$122,000	\$0	\$122,000
Information technology infrastructure	\$ 4,000	\$0	\$ 4,000
<b>TOTAL</b>	<b>\$ 850,000</b>	<b>\$652,000</b>	<b>\$198,000</b>

- **Molalla** The asking price for the church building is \$550,000. This is a cash price. It will be a private sale with no agents; only title fees. This is a turn-key project. In addition, the city of Molalla is allowing AntFarm to reside in a city building for an expansion of the Resource Center with a Workforce Development Center.

<b>Project Budget (Detailed Project Budget available)</b>	<b>Total Amount</b>	<b>NOFO 202301</b>	<b>Other Financing</b>
Real property: Purchase of building at 300 E Main, Molalla	\$550,000	\$550,000	\$0
Construction materials for 209 Kennel Street, Molalla (Workforce Development Center)	\$ 50,000	\$50,000	\$0
AntFarm skilled labor through	\$39,000	\$0	\$39,000

workforce development programs			
<b>TOTAL</b>	<b>\$639,000</b>	<b>\$600,000</b>	<b>\$39,000</b>

**Total Project Budget = \$2,300,000. NOFO202301 Request = \$2,150,000**

o **Operational Budget**

<b>AntFarm</b>		
<b>Operating Expense Budget</b>		
<b>Annual - New Site Portion of Full Organization</b>		
<b>Expenditures</b>	<b>Full Org</b>	<b>New Sites Portion</b>
Payroll Expenses	\$ 2,337,700	\$ 1,566,259
Contract services	\$ 97,800	\$ 73,350
Administrative Services	\$ 28,200	\$ 18,894
Supplies	\$ 484,800	\$ 242,400
General business expenses	\$ 68,160	\$ 45,667
Vehicle	\$ 59,400	\$ 19,602
Utilities & basic services	\$ 42,900	\$ 28,743
Rents	\$ 120,240	\$ -
Traveling, training & meals	\$ 8,040	\$ 6,030
In-kind expense	\$ 24,000	\$ 12,000
Marketing	\$ 3,960	\$ 2,970
Youth Assistance	\$ 32,200	\$ 24,150
Adult Assistance	\$ 1,260,000	\$ 945,000
Non-Asset Equip Purchases	\$ 12,600	\$ 9,450
Construction Expenses	\$ 120,000	\$ 120,000
<b>Total Expenditures</b>	<b>\$ 4,700,000</b>	<b>\$ 3,114,515</b>

o **Project Timeline**

<b>Project Component</b>	<b>Sandy</b>	<b>Estacada</b>	<b>Molalla</b>
Design and Engineering	12/08/24	9/29/23	11/25/23
Planning and Permits	1/15/24	10/20/23	12/15/23
SUBRECIPIENT Engagement	1/22/24	10/26/23	1/03/23
Demo	1/30/24	10/30/23	1/05/24
Foundation	N/A	11/2/23	N/A
Framing	2/09/24	11/15/23	N/A
Sheathing	N/A	11/18/23	1/17/24
Roofing	N/A	12/3/23	N/A
Siding	2/23/24	12/21/23	2/16/24
Plumbing	N/A	12/30/23	N/A
Electrical	3/22/24	1/6/24	N/A
Landscaping	N/A	1/26/24	3/01/24
Mechanical	N/A	1/26/24	N/A
Insulation	N/A	1/31/24	N/A

Drywall	3/01/24	2/20/24	N/A
Paint	3/15/24	3/1/24	N/A
Trim	3/29/24	3/28/24	2/23/24
Appliances	N/A	4/19/24	N/A
Community Outreach	4/05/24	4/26/24	3/08/24
Grand Opening	4/19/2024	5/06/24	3/18/24

- **Program Description** Describe programs and services planned to be delivered at Project site, including priority populations to be served and/or planned inclusion of culturally specific services. The program proposal should be consistent with overall programmatic goals of Clackamas County and Guiding Principles and Expectations of the Supportive Housing Services program, including the commitment to advance racial equity.

AntFarm has a Housing and Homeless Services team comprised of 15 staff that serve the youth, adults, and families of Sandy, Estacada, Molalla and the surrounding rural areas. Our positions have been developed by listening to our communities and in response to the needs of community members who are homeless and/or housing unstable. Our positions include: a Housing & Homeless Services Director and Manager, 3 Rural Outreach Case managers for adults, a team of 3 Peer Support staff for adults, 3 rural outreach case managers for youth, 1 Housing Navigator, 3 Life Skills Coaches, 1 Host Homes case manager, 1 Basic Needs Community Health Worker, and 1 Crisis Consultant with the Sandy Police Department.

Although AntFarm has consistently responded to community needs throughout the past 13 years, our Housing and Homeless team has been strategically developed in 2022-2023 in response to Covid-19, wildfire emergencies, climate emergencies, and a significant rise in homeless and at-risk for eviction community members. A strong response from AntFarm was during the height of Covid-19 by providing rent assistance for eviction prevention. We provided \$13 million in funding to maintain housing for approximately 200 households, or 450 individuals, per month across the two years the contract was in effect.

We have worked hard to integrate ourselves in the Clackamas County Continuum of Care, ensuring several staff across divisions have access to HMIS, establishing regular attendance at the County's By-Name meetings, and ensuring our housing case managers have the ability to complete CHA assessments with their clients. Within the past three months our outcomes are many: (1) the three local community governments including elected officials, community centers, parks and recreation teams, and sheriff and police departments are actively engaged and strategic partners in planning, developing, and implementing services, (2) AntFarm has secured 20 residential units in the new low-income construction developments opening soon in Estacada and Molalla, in addition to connection to

other new low-income housing developments and organizations processing various types of housing vouchers (3) We have engaged 175 individuals identified as homeless or housing unstable and have intervened in 164, (4) we have created three separate safe spaces for approximately four dozen community members per day during the hot weather crisis, including providing hotel vouchers for 27 households, and (5) we have assisted 101 housing unstable or homeless community members with accessing basic needs ARPA funding, 6) we have assisted approximately 25 community members get connected to ODHS benefits. Between all of these services offered to our homeless and housing-unstable community members, we have housed 15 individuals in the past three months.

It is expected that AntFarm will receive a substantial amount of funding from the EO-RRH program to allow for high-impact service provision, such as placement and rental assistance and barrier-busting financial support. We expect this funding will allow us to end approximately 45 households' current instance of unsheltered homelessness between the date of this submission and January 2024.

As stated above in the Project Description section, AntFarm intends to offer the following services within our proposed Resource Centers:

- Rapid Re-Housing and Long-Term Housing – These spaces will create the dedicated space to meet with clients and work on rapid re-housing and long-term housing goals. Each space will become a Hub for these case management and life skills discussions and training. It is our intention to provide space for completing CHA assessments on a drop-in basis, providing a neutral location for landlord-tenant mediation to occur, hosting staff from other agencies completing voucher services, hosting events and trainings for the community regarding fair housing, landlord-tenant law, and conducting in-person RentWell courses. We will dedicate space at each of the resource centers to mail services our homeless and housing unstable clients.

- Public benefits such as OHP, SNAP, and WIC (as well as many other public benefit programs). AntFarm currently partners with ODHS to have outreach workers available in our locations. Due to competing space and time issues, we currently can only provide these services one or two days a week. ODHS has requested more opportunities to be on site. These spaces will allow expansion of this coverage.

- Access to domestic violence quick response Currently AntFarm is working with Clackamas Women's Services to utilize a partial position in Sandy in our space. We are also reviewing continued options for the other two sites.

- Access to behavioral health In discussions in Sandy and Estacada, there are several behavioral health partners interested in office hours to create accessibility with rural clients. We have not been able to offer this due to limited space.

- Public Defenders and Community Court We are in discussion with Clackamas County Public Defender's office about operating the Community Court in Sandy, Estacada, and Molalla one time a month. It could be that we utilize the city court spaces yet discussion is also about doing this in the community.

- Access to alcohol and drug mentors AntFarm currently works with two Alcohol and Drug service providers (4D Recovery and NWFS) that would like more access to our services. We have

been in discussion about sharing space for this purpose. AntFarm currently hosts a 12-step program in Sandy and has been approached to bring a 12-step program to Molalla and Estacada.

o Access to Care Coordination Services Currently we are meeting to learn more about access to Care Coordination Services for rural Clackamas County. As we develop these partnerships, we will ensure increased access to care coordination occurs.

o Access to educational and employment support and services AntFarm provides workforce development support and training for any young person through the age of 24. We are currently expanding this service and working with Clackamas Workforce Partnership to ensure a seamless support system is in place for employment and education support.

I. Access to expungement services- AntFarm currently operates a criminal expungement clinic once a month in each of these three towns in partnership with Clackamas Workforce Partnership. We intend to expand the range of services to include eviction expungement, DACA paperwork filing, and gender and name change requests. We intend to move into a model where we can offer these services on a drop-in basis, in addition to the planned clinics.

A. Access to Basic Needs Supports – We currently provide basic survival needs such as hygiene needs, sleeping bags, flashlights, and other supports. We intend to provide these services out of these spaces and expand service provision in this area, including access to haircuts, showers and laundry facilities.

B. Access to healthy meals and food – Initiated in Estacada at the Harmony Bakery, a meal voucher program was established in the community for a hot meal. We intend to explore various options to provide these meals. For many years prior to Covid-19, AntFarm provided all of the salad materials from the Youth Gardens for a weekly community meal.

C. Warming and Cooling centers - This proposal builds the capacity to have Warming and Cooling Centers in all three towns as the space will meet all fire code and compliance requirements.

- Community Engagement Perhaps one of the most significant and important aspects of our work with the houseless, homeless, and at-risk of eviction community members is assisting our communities to learn and understand more about the lives of people challenged with housing stability as well as how services can benefit the community. Sandy, Estacada, and Molalla have experienced an uptick in challenging communications and beliefs actively working to stop support and services of homeless people. These beliefs have been formed in a political landscape and through observation of Portland and our urban neighbors' experience with homeless people. Rural Clackamas County often views homeless services with concern and fear of increased homeless camps, increased addictions, crime, and mental health crisis. There is a prevalent belief that if “we build it, they will come” with a large influx of people from Portland coming to be homeless in our rural communities.

AntFarm has a solid and valued relationship with the police, city managers, city mayors, and city councils of Sandy, Estacada, and Molalla. We have years of community engagement and relationships connecting many different issues and solutions. We are trusted. Leveraging our relationships and trust is what we do as we believe strongly that we must engage all community members with discussion, focus groups, community partnerships and agreements, and various types of training and education. Currently, AntFarm’s Executive Director meets routinely with

elected officials and local police officers. In Sandy, AntFarm has a direct crisis line for the police department to problem solve and receive assistance for homeless individuals. In Molalla, our housing team does daily routine patrols of city streets and parks providing support to our community members. Our youth CommunityConnect team currently cleans bathrooms in all city parks in Molalla, providing great engagement and connections to community members including the homeless population.

AntFarm is an active and interactive community member that is making a difference in rural Clackamas County. We believe that having solid bricks and mortar spaces will strengthen the work we do. We are excited to create easily accessible and resource strong services.

#### • **References**

- **David Snider, Economic Development Director, City of Sandy, 39250 Pioneer Blvd., Sandy, OR 97055 [dsnider@ci.sandy.or.us](mailto:dsnider@ci.sandy.or.us) (503) 475-8430**
- **Melanie Wagner, City Manager, City of Estacada, 1560 N Broadway Street, Estacada, OR 97023 [wagner@cityofestacada.org](mailto:wagner@cityofestacada.org) (503) 630-8275**
- **Dan Huff, City Manager, City of Molalla, 117 N. Molalla Avenue, Molalla, OR 97038 [dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com) (503) 829-6855**

## OregonBuys

ORGANIZATION		DEPARTMENT	
Organization	Clatsamas County	Department	CO101003
Address	2051 Kaen Road Oregon City, OR 97045	Bid-to-Address	
Purchaser Info Contact	Ryan Roe	Ship-to-Address	

BID INFORMATION	
Description	Notice of Funding Opportunity: Supportive Services Resource Center
Bulletin Desc	Notice is hereby given that Clatsamas County, through its Board of County Commissioners and the Housing and Community Development Division (HCDD) of the Health, Housing & Human Services Department, will receive Proposals per specifications until 2:00 PM, September 28, 2023 (Closing), for the acquisition, construction, and operations of Homeless Resource/Navigation Service Centers. Note: HCDD will conduct a first round of reviews on September 18, 2023.
Bid Number	S-CO1010-00007064
Bid Type	Open Market
Alternate Id	
Pre-Bid	A non-mandatory pre-proposal meeting will be conducted on Thursday, August 31, 2023, at 2:00 PM, Pacific Time. Join Zoom Meeting via the following link: <a href="https://clatsamascounty.zoom.us/j/81551335121?pwd=aEVpNS87THdORVlnWUE3UE1GSTRVZz09">https://clatsamascounty.zoom.us/j/81551335121?pwd=aEVpNS87THdORVlnWUE3UE1GSTRVZz09</a>
Attachments	NOFO 202301- Supportive Services Resource Center.pdf

### AMENDMENTS

ITEMS					
Item	Description	Quantity	Unit	Unit Price	Total
1.000	housing services	1.00	EA		
2.000	safe housing	1.00	EA		
3.000	homelessness prevention	1.00	EA		

**AWARD LETTER**

**Date:** January 16, 2025

**To:** Two Foxes Singing (Nunpa)

**From:** Mary Rumbaugh, Director

**Re: Intent to award funds for the acquisition of property located at 221 SW Wade St. Estacada, Oregon 97023**

Dear Nunpa,

As you know, Clackamas County has issued AntFarm an intent to award funds for the acquisition of property based on the proposal AntFarm submitted to Notice of Funding Opportunity #202301 for Supportive Services Resource Centers. Pursuant to this intent to award, our understanding is that AntFarm is seeking to acquire the property

located at 221 SW Wade St. Estacada, Oregon 97023.

Clackamas County is preparing the grant agreement that will serve as the legal instrument to fully fund this acquisition. The grant agreement will be subject to approval by the Clackamas County Board of Commissioners. If all requirements of the grant agreement are met and it is approved by the Board of County Commissioners, Clackamas County will fully fund AntFarm's acquisition of the property.

Please let us know if you need anything else at this time to support your acquisition.

Mary Rumbaugh, Director

Clackamas County Health, Housing & Human Services

**EXHIBIT H**  
**Regulatory Agreement**

**After Recording Return to:**

**Clackamas County**  
**Attention: Director**  
**2051 Kaen Road, Suite 239**  
**Oregon City, Oregon 97045**

**Project: 221 SW Wade St. Estacada, Oregon 97023**

**REGULATORY AGREEMENT**

**THIS REGULATORY AGREEMENT (“Agreement”)** is entered into as of the effective date of this Agreement (the **“Effective Date”**), between Clackamas County, a political subdivision of the State of Oregon (**“County”**), and AntFarm, an Oregon nonprofit corporation (**“Owner”**).

This Agreement is the **“Regulatory Agreement”** referred to in the Grant Agreement between the County and Owner, who is developing site location 221 SW Wade St. Estacada, Oregon 97023, and is entitled to the benefits of, and subject to the limitations of, a certain grant agreement executed on \_\_\_\_\_, 2026 (the **“Grant Agreement”**). Capitalized terms used herein without definition have the meaning ascribed to them in the Grant Agreement.

**RECITALS**

- A. County has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and support that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the State of Oregon, Oregon Housing and Community Services Department (**“OHCS”**) Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011.
  
- B. The County identified system navigation and access coordination as a priority investment area. Consistent with this stated priority, the County seeks to support community partners in the siting of service-enriched resource centers: access points to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can be connected with permanent housing opportunities; can access supportive services to address housing barriers, including addiction and recovery services, physical and behavioral health services, and employment services; and can enroll in public benefits. When operating as navigation centers, they may also offer immediate access to safety off the streets and overnight shelter. As service access points, resource centers often provide space for a variety of community based organizations that provide these services to enroll program participants, meet with clients, and/or directly

deliver programs and services.

- C. County issued a notice of funding opportunity (“NOFO”) seeking proposers to provide proposals on the creation of resource center to provide supportive services to individuals who are, or are at risk of, experiencing homelessness in rural Clackamas County includes homeless prevention, support services, transition and placement services, in-reach, basic survival support, mental health services, intervention and addiction services, physical health services, short and long-term rent assistance, eviction prevention, financial literacy, employment, job training and retention education, peer support services, workplace support, benefits, navigation and attainment, landlord tenant education, fair housing advocacy, shelter services, bridge/transitional housing placement, discharge intervention, and other support housing services that stabilize people experiencing homelessness and housing instability, as further described in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 107-2022-5202-15, House Bill 5202 and Grant Agreement 9171, House Bill 5011.
- D. Owner was chosen as a subrecipient of grant funding out of a the NOFO process conducted on September 28, 2023.
- E. Under the Grant Agreement, County approved a grant to Owner in the amount of \$1,189,779.46 of which \$180,568.88 will be used to purchase and acquire real property located at 221 SW Wade St. Estacada, Oregon 97023, and legally described in Exhibit A (the “Property”). The Property will be used for the purpose of opening and maintaining a resource center to provide supportive services for houseless individuals (the “Project”). The Property includes the Project and all additional buildings, structures, fixtures, equipment, and other improvements, now or later constructed or located upon the Property.
- F. Owner agrees to the restrictions, covenants and obligations set forth herein on the Project, which will, during the effective period of this Agreement, run with and be a burden on the Property and will be binding on any subsequent purchaser, grantee, owner or lessee and any other person or entity having any right, title, or interest therein and upon their respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, or lessee of the Property.

## **AGREEMENT**

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, and in consideration of the promises and covenants contained herein, the parties hereby agree as follows:**

### **Section 1. Term.**

**This Agreement will be effective upon execution and will be effective for a period of thirty (30) years (the “Enforcement Period”). No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given. County may, in its sole discretion, agree to modify, terminate, or**

subordinate this Agreement prior to expiration of the Enforcement Period.

## **Section 2. Covenant of Use of the Property**

Owner covenants, agrees, and acknowledges that during the Enforcement Period it will use the Property, and operate the Project, solely for purposes of providing a resource center in accordance with the Grant Agreement and for purposes of providing supportive services within rural Clackamas County to individuals who are currently, or are at risk of, experiencing homelessness. Moreover, Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the sole discretion of the County) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements as may be issued by applicable regional, State, or Federal authorities and affecting the Project.

## **Section 3. Covenants Run with the Land.**

**3.1.** Owner acknowledges that the grant funds provided by the County are for Owner to operate the Project in accordance with this Agreement, and the Grant Agreement, and that Owner has induced the County to make funds available by promising to operate the Project in accordance with this Agreement, and the Grant Agreement, for the duration of the Enforcement Period. Owner covenants, agrees, and acknowledges that the County is the beneficiary of this Agreement and that the County has relied upon the enforceability of this Agreement in determining to grant funds to Owner for the Project.

**3.2.** During the Enforcement Period, the covenants, restrictions, charges and easements set forth herein will run with Owner's interest in the land and will pass to, and be binding upon, Owner's successors in title, including any purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest therein. Each and every contract, deed, or other instrument hereafter executed that conveys the Property or any portion thereof or interest therein must contain an express provision making such conveyance subject to the covenants, restrictions, charges, and easements contained herein; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

## **Section 4. Sale or Disposition of the Property or Project.**

**4.1** Owner may not sell or dispose of the Property or Project, or any portion thereof, without County's prior written consent, which may be given or withheld in County's sole discretion. If County consents to the sale or disposal of all or a portion of the Property or Project, prior to the sale of the Property or Project or any portion thereof, Owner will require the transferee to provide evidence satisfactory to the County that the transferee has the experience skills and capacity to perform in full all the Owner's obligations under this

Agreement.

**4.2** Any sale or transfer (or any attempted sale or transfer) of all or any part of, or any interest in, the Property or the Project, or any beneficial interest in Owner, in violation of this Agreement; or the Grant Agreement, without the prior written consent of the County (which the County may grant, condition, or withhold in its sole and absolute discretion) is prohibited. As used herein, and except as identified below, the term "sale or transfer" is used in its broadest sense, and includes, with respect to the Property or Project, a ground lease, master lease or other lease not in the ordinary course of business, land sale contract, foreclosure, deed in lieu of foreclosure, or transfer (by operation of law or otherwise) pursuant to any dissolution, liquidation, merger, reorganization or consolidation, and with respect to a beneficial interest in Owner, a sale, gift or other transfer of any partnership, stock, membership or other ownership interest in Owner other than a transfer upon death of the Owner of such interest.

**4.3** Owner will not change the use of the Property without the County's prior written consent, which consent may be withheld or conditioned in the County's sole and absolute discretion.

## **Section 5. Event of Default.**

It will be an event of default if Owner fails to perform or abide by any covenant, condition, agreement, or obligation in this Agreement or the Grant Agreement (and their exhibits), the terms and conditions of which are incorporated by this reference herein, and such failure (i) is not cured within thirty (30) days after written notice from the County specifying the failure; or (ii) if such failure cannot with due diligence be cured within thirty (30) days and Owner fails within thirty (30) days to begin a cure of the failure and thereafter diligently pursue such cure; or (iii) if such problem is not cured within ninety (90) days after the default notice, unless the County extends the period at its sole discretion.

## **Section 6. Rights and Remedies on Default.**

Upon the occurrence of an event of default and at any time thereafter, the County may, at its option, exercise any one or more of the following rights and remedies.

**6.1 Performance of Obligations.** The County may, by mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its covenants, conditions, agreements, and obligations under this Agreement; or abate, prevent, or enjoin any acts or things which may be unlawful or in violation of the rights of the County under this Agreement.

**6.2 Access to Records.** The County will have the right to access, inspect, examine, and make copies of all the books and records of Owner pertaining to the Project.

**6.3 Other Rights and Remedies.** The County will have any other rights or remedies provided in this Agreement, the Grant Agreement, or any other instrument delivered by Owner in connection with the financing accommodations.

**6.4 Money Damages.** The County may take any other action available at law or in equity as may appear necessary to enforce the covenants, conditions, agreements, and

AntFarm – Estacada Subrecipient #12412

obligations of Owner in this Agreement, in such order and manner as it may select, to recover monetary damages caused by such violation or attempted violation of any covenant, condition, agreement, or obligation.

**6.5 Receiver.** The County may petition for the appointment of a receiver who will have the right to enter the Property and operate the Project. Owner hereby waives any and all defenses to such an appointment or to the rights of the receiver thereunder.

**6.6 Repayment.** The County may require Owner to repay all or a portion of the \$1,189,779.46 distributed under the Grant Agreement.

**Section 7. Severability.**

The invalidity of any clause, part or provision of this Agreement will not affect the validity of the remaining clauses, parts, or provisions hereof.

**Section 8. Notices.**

Any notice required or permitted under this Agreement will be in writing and will be deemed effective (1) when delivered in person; (2) one business day after deposit with a commercial courier service for "next day" delivery; or (3) three business days after deposit in the United States mail as certified or registered mail with a copy by email., addressed to the parties as follows:

To Owner:

AntFarm 39140 Proctor Blvd Sandy, Oregon 97055  
Attention: Kimberly Wheeler  
Telephone: (503) 668-9955  
E-mail: [kimw@antfarmyouthservices.com](mailto:kimw@antfarmyouthservices.com)

to County:

Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
Attention: Director  
Telephone Number 503-742-5305  
E-Mail Address: [MaryRum@clackamas.us](mailto:MaryRum@clackamas.us)

*with a copy to:*

Clackamas County Counsel  
2051 Kaen Road  
Oregon City, Oregon 97045  
Attention: Billy J. Williams  
Telephone Number: 503-655-8362  
E-Mail Address: [bwilliams@clackamas.us](mailto:bwilliams@clackamas.us)

**Section 9. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one instrument. The parties may execute and deliver this Agreement by forwarding signed facsimile copies or electronic scan copies of this Agreement, which shall have the same binding effect as original signatures.

**Section 10. Non-Waiver of Governmental Rights.** Subject to the terms and conditions of this Agreement, County is not obligating itself, or any other agency, with respect to any discretionary action relating to the Agreement, the Project, or the Property including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

**Section 11. Relationship.** Nothing contained in this Agreement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Owner and County.

**Section 12. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**Section 13. Governing Law; Venue.** This Agreement will be governed by the laws of the State of Oregon without regard to the conflict of law provisions of Oregon law. Venue will be in the Circuit Court of Clackamas County, Oregon.

*The remainder of this page intentionally left blank.  
The next page is the signature page.*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective, duly authorized representatives, as of the Effective Date.

**Owner: AntFarm**

**By: AntFarm, an Oregon nonprofit corporation**

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

Name: Kimberly Wheeler

Title: Executive Director

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF CLACKAMAS         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Kimberly Wheeler, in his capacity as Authorized Representative and Executive Director, on behalf of the AntFarm, an Oregon nonprofit corporation.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Clackamas County**

By: \_\_\_\_\_  
Craig Roberts, Board Chair

STATE OF OREGON            )  
  ) ss.  
COUNTY OF CLACKAMAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day February of \_\_\_\_\_, 2026, by Craig Roberts, in his capacity as Authorized Representative and Chair for Clackamas County Board of County Commissioners.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

Real property in the County of Clackamas, State of Oregon, described as follows:

Lots 2 and 3 block, Terrace addition, in the City of Estacada, County of Clackamas and State of Oregon.

## Exhibit I

### GRANT AGREEMENT 5202

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-15

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services ("DAS" or "State"), and Clackamas County ("Recipient"). This Contract becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on June 30, 2023 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term." Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.

The Contract includes attached Exhibit A - Project Description, which is incorporated by this reference.

Pursuant to the Oregon Laws 2022, chapter 110, section 379(6) (the "Authorization"), the Oregon Legislature appropriated \$2,000,000 from the General Fund for shelter services and infrastructure, hygiene services and homeless outreach, as more particularly described in Exhibit A (the "Project").

#### SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the "Grant") in the amount of \$2,000,000.

Conditions Precedent. DAS's obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

#### SECTION 2 – DISBURSEMENT

A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

#### SECTION 3 – USE OF GRANT

A. Use of Grant Moneys. Recipient shall use the Grant to implement the Project, as more particularly described in Exhibit A.

B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

#### SECTION 4 – REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

A. Organization and Authority.

- (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
  - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. **Full Disclosure.** Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. **Pending Litigation.** Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. **No Defaults.** No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. **Compliance with Existing Agreements and Applicable Law.** The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

---

## SECTION 5 - COVENANTS OF RECIPIENT

---

Recipient covenants as follows:

- A. **Notice of Adverse Change.** Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. **Compliance with Laws.** Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. **Annual Progress Reports.** Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
  - (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.
- D. **Books and Records.** Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. **Inspections; Information.** Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records

regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.

H. Contribution.

- 1) If any thirdparty makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State 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 by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.

AntFarm – Estacada Subrecipient #12412

- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

## SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) DAS makes no warranty or representation.

(2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.

D. **Notices and Communication.** Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services ATTN: Kate Nass, Deputy Chief Financial Officer 155 Cottage St. NE Salem OR 97301 [kate.nass@oregon.gov](mailto:kate.nass@oregon.gov)

If to Recipient: Clackamas County ATTN: Sarah Eckman 150 Beavercreek Road Oregon City, OR 97045 [sarahste@clackamas.us](mailto:sarahste@clackamas.us)

E. **No Construction against Drafter.** This Contract is to be construed as if the parties drafted it jointly.

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

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

H. **Attorneys' Fees and Other Expenses.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.

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

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).

Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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

**STATE OF OREGON**  
acting by and through its Department  
of Administrative Services

**RECIPIENT**  
Clackamas County

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

Date: 8/9/22

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

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

David Berryman, Assistant Attorney General, via email dated 6/14/2022

**EXHIBIT A**  
**PROJECT DESCRIPTION**

Pursuant to the Authorization, Recipient 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.

Grant funds may not be used by Recipient to backfill existing revenue streams or funds.

**EXHIBIT J**  
**Grant 5011**

## STATE OF OREGON GRANT AGREEMENT

Grant No. 9171

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 Bill 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 (the “Program”).

The purpose of this Grant is to provide funding 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

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2026.

### 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](mailto:colt.sray@hcs.oregon.gov)

#### 4.2 Grantee’s Grant Administrator is:

Vahid Brown  
2051 Kaen Rd., Suite 239, Oregon City, OR 97045  
971-334-9870/ [vbrown@clackamas.us](mailto:vbrown@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 period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$3,011,893.50 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its House Bill 5011 (2025) general fund appropriation (“Funding Source”).

## **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 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 that includes 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; and

**7.2.3** 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 impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together 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 an amendment is not agreed to, Agency 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 its 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 voter approval, that was adopted 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. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when, and what information was destroyed.
- 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 possessed or maintained in performance of this Grant, Grantee must promptly but in any event within 7 calendar

days (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.

## **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.

## **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 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 of recovery of overpayments under Section 16 of this Grant or setoff, or both, or (vi) 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.**

- 17.3.1 Grantee may terminate this Grant 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 Grantee may terminate 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.
- 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.

- 18.11.1** Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 18.11.2** If Agency consents to such a contract or subgrant, Grantee must take all reasonable steps to cause its contractor(s) and subgrantee(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitees") 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 contractor(s), subgrantee(s), or any of the officers, agents, employees, or subcontractors of such contractor(s) or subgrantee(s) ("Claims"). Indemnitees must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor(s) or subgrantee(s) from and against any and all Claims.
- 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, the federal government, 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 C (Online Systems)
  - Exhibit B (Insurance)
- 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, Designated Procurement Officer

12/1/25  
Date

**Grant Administrator Approval**

By: \_\_\_\_\_  
Colt Sray, Homeless Services Program Coordinator

\_\_\_\_\_  
Date

**Clackamas County**

By: Craig Roberts  
Authorized Signature

12/18/2025  
Date

Craig Roberts  
Printed Name

Clackamas County Board Chair  
Title

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: Jeffrey B. Grant, Sr. AAG via email

11/25/2025  
Date

## EXHIBIT A THE PROJECT

### 1. BACKGROUND AND GOALS

With support and direction from Governor Kotek and the Oregon Legislature, Agency has taken bold steps to meaningfully prevent and reduce homelessness across Oregon. This Grant represents phase 1 of a two-phase plan to create the statewide shelter program established in House Bill 3644 (2025) for the 2025 – 2027 biennial cycle. 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 individuals and families experiencing homelessness. The primary goal of this phase is to sustain current shelter capacity statewide and to prevent any reduction in services that Grantee currently provides.

Administration of the Program requires regional grant administrators as well as direct service providers. Regional grant administrators pass through Grant Funds to subgrantee direct service providers who provide critical, on-the-ground support and services to Oregonians in need. Regional grant administrators oversee subgrantees and ensure services are provided in accordance with this Grant.

Grantee serves as:

- a regional grant administrator
- a direct service provider
- both a regional grant administrator and a direct service provider

### 2. DEFINITIONS

**“Administrative Costs”** means costs to administer the Program or 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. Examples of Administrative Costs include, but are not limited to:

- Senior executive management personnel costs;
- Administrative staff travel costs;
- General operating costs, such as: accounting, budget, human resources, contracting, marketing, audit, and organization insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- Facility costs not directly related to shelter, such as rent, depreciation, operation, and maintenance; and
- Equipment rental or purchase, utilities not directly related to a shelter, and information technology costs.

**“Continuum of Care” or “CoC”** means 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.

**“Rehabilitation”** means action taken to return an emergency shelter or transitional housing property to a useful state by means of repair, modification, or alteration, bringing a property to the point where it is usable, safe, comfortable, hygienic, and habitable, but not expanding or improving on the existing property.

### 3. PROJECT ACTIVITIES

Grantee must use the Grant Funds only for activities in support of the Program, as further described below. At all times, Grantee must conduct operations and services using evidence-based practices, cultural responsiveness, nondiscrimination, and harm reduction.

If Grantee serves as a regional grant administrator, Grantee must cause and require any subgrantee direct service providers, by written agreement, to comply with and perform all Project activities in accordance with the terms of this Grant.

#### a. Shelter Operations

- i. **Minimum Shelter Bed Capacity.** Grantee must continue to ensure the availability of at least the minimum shelter bed capacity shown in the table in this Exhibit A, Part 4. All shelter beds must meet the habitability and low barrier requirements specified in this Grant and must primarily be available throughout the day and night, seven days per week. Unless designated in writing by Agency as an inclement weather shelter, all beds must also be available during all seasons and weather.
- ii. **Habitability Requirements.** All shelters, whether congregate or non-congregate, 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. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Grantee must document habitability requirements for all shelters funded under this Grant. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of non-congregate free-standing units if they provide the following amenities:
  - Heat;
  - Electricity;
  - The ability to close and lock a door;
  - Showers and restrooms onsite;
  - Hard-surface walls and roofing; and
  - Food preparation facilities available onsite or meals provided to shelter guests.
- iii. **Low Barrier.** Shelters funded through this Grant must be low barrier. Low- and no-barrier policies allow homeless individuals and households to access shelter and services

without preconditions. Low-barrier shelters must focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly when resources allow. To be a low barrier shelter, the following conditions must be met:

- Sobriety and treatment are voluntary;<sup>1</sup>
- No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the U.S. Department of Housing and Urban Development’s Equal Access Rule, [81 FR 64763](#), to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status;
- Shelter accommodates pets and belongings;
- No charge to individuals or families for stays, meals, or services rendered; and
- People with criminal convictions, poor credit, or eviction histories are not excluded.<sup>2</sup>

**iv. Client Evaluation.** Grantee must conduct an initial evaluation of clients in accordance with local Continuum of Care requirements applicable at the time of client evaluation. Eligibility based on housing status must be determined during the initial engagement with the client. For clarity, “initial engagement” means the client’s eligibility at the time services are needed. Households must meet one or more of the following eligibility categories:

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

- They are living in a primarily nighttime residence that is a public or private place not designed for human habitation (including a car, park, abandoned building, bus or train station, airport, or camping ground);
- They are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters; transitional shelters; or hotels or motels paid for by charitable organizations or by federal, state, or local government programs); or
- They are exiting an institution where they have resided for 90 days or less and they resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

---

<sup>1</sup> Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility, and may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication; however, the requirement to abstain completely from alcohol or drug use is not a characteristic of low-barrier shelters.

<sup>2</sup> Low-barrier shelters may establish requirements that limit access to individuals that have a history or record of prior sex offenses.

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

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

**C. Category 3: Homeless Under Federal Statutes** – Unaccompanied youth under 25 years of age, or families with children and youth, who do not qualify as homeless under another category but who:

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

**D. Category 4: Fleeing/ Attempting to Flee Domestic Violence** – Individual or family that:

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

**E. Category 5: Unstably Housed** – Individual or family that is at risk of losing housing, and does not qualify as homeless under another category, provided that:

- They have been notified to vacate their current residence or otherwise demonstrates high risk of losing current housing; and
- They lack the resources or support networks to obtain other permanent housing.

**v. Allowable Costs.** Costs associated with operating a shelter, such as:

- Lease or rent payments for the shelter;
- Utilities (includes water, sewer, garbage, gas, electricity, internet, phone) for the shelter;
- Security equipment or service to operate the shelter;
- Janitorial supplies and service to operate the shelter;

- Staff costs essential for day-to-day operations;
- Minor maintenance/ repairs to the shelter:
  - Reference “Emergency Shelters: Distinguishing Between Renovation/ Conversion and Maintenance Activities” for clarification between allowable maintenance costs and unallowable conversion/ renovation costs;
  - For activities beyond maintenance/ repair that meet the definition of rehabilitation and are essential;
- Furnishings for the shelter necessary for operation and bed capacity;
- Food for shelter settings; and
- Costs to board and care for shelter guests’ animals, such as boarding costs, kennels, leashes, food, toys, and veterinary services not available or inaccessible within the community (all costs must be limited and reasonable).

**b. Housing Focused Activities.** Activities that seek to lower barriers for people experiencing homelessness or housing instability. These activities must actively coordinate services and supports to help people exit homelessness, reduce barriers to rehousing and ensure housing stability. Housing focused activities include, but are not limited to:

- Rental housing costs such as rent payments, arrears, deposits and fees required for move in, pet rent/ deposit, manufactured home rental space “lot rent” if used for primary housing, prepaid rent if accepted by landlord as incentive;
- Utility deposits, payments, and arrears (inclusive of water, sewer, garbage, gas, electricity, phone, and internet);
- Moving costs (inclusive of storage, van/ truck rental, and one-time purchase of move-in necessity basics);
- Housing focused transportation costs such as bus/ train passes, gas vouchers, and rideshare/ cab fares; and
- Housing focused case management costs such as assessment, development of individualized housing service plans, housing search and placement, coordinating access to other resources essential to obtaining and retaining housing, and conducting follow-up and re-evaluation.

**c. Capacity Building.** Activities aimed to improve Grantee’s ability to deliver homeless services and strengthen community efforts around supporting people experiencing homelessness, including, but not limited to:

- Technical assistance related to topics such as:
  - Grant administration and management, fiscal training, policy refinement and development;
  - Strategy planning and development around homeless supportive services, homeless services best practices, system design, and other critical areas of learning and growth;
  - Developing or improving data collection methods that inform programmatic improvements;

- Training for staff or community partners to promote skill development of those who participate and work on addressing homelessness in the local community; and
  - Homeless Management Information System (“HMIS”) and coordinated entry training, support, and continued education.
- d. **Street Outreach.** Activities to engage people experiencing homelessness where they are (on the streets, in encampments, or other non-shelter locations). The goal of street outreach is to build trust and connect individuals to critical services including, but not limited to:
- Housing navigation;
  - Placement services;
  - Sanitation services;
  - Basic needs supplies;
  - Training; and
  - Transportation.

**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. The following requirements and limitations apply to the Grant Funds:

Budget Category	Requirements and Limitations
Shelter Operations	At least 50% of the Grant Funds must be spent on Shelter Operations.  (Reference Exhibit A, Part 3.a.v.)
Housing Focused Activities	Not applicable
Capacity Building	No more than 15% of the Grant Funds can be spent on Capacity Building.  (Reference Exhibit A, Part 3.c.)
Street Outreach	Not applicable
Administrative Costs (Regional Grant Administrator)	Grantee may retain and use up to 2% of the Grant Funds allocated to subgrantee direct service providers, for Grantee’s Administrative Costs.
Administrative Costs (Direct Service Provider)	If Grantee provides direct services, Grantee may use up to 8% of its direct service allocation for Administrative Costs.

- b. **Minimum Shelter Bed Capacity and Direct Service Allocations.** Grantee must continue to ensure at least the minimum shelter bed capacity shown in the table below. Grantee must notify Agency immediately and in writing if Grantee or any subgrantee plans to reduce hours of

operation, shelter bed capacity, or services provided; or plans to close shelter services altogether.

Grantee must further allocate Grant Funds to subgrantee direct service providers, by written agreement. If a direct service provider is not required to provide shelter beds, Grantee may allocate Grant Funds for housing focused activities, capacity building, and/or street outreach, in Grantee’s sole discretion. Grantee must specify the type(s) and level(s) of services required in the written agreements between Grantee and its subgrantees. Grantee’s allocations to direct service providers must be in amounts sufficient to maintain the specified minimum shelter bed capacity and provide other direct services required by Grantee. Prior to finalizing direct service allocations, Grantee must obtain Agency’s written approval of the methodology used to determine allocations. Subgrantee direct service providers may use up to 8% of their direct service allocation for Administrative Costs, regardless of whether a specific amount is specified.

Region	Direct Service Provider	Shelter/ Program Name	Minimum Shelter Bed Capacity
Clackamas County	Salvation Army	Salvation Army West Women’s Emergency Shelter	60
	AntFarm	Rural Outreach Program	0
	Clackamas Women’s Services	Rapid Rehousing	0
	The Immigrant Refugee Community Organization	Rapid Rehousing	0
	Northwest Family Services	Rapid Rehousing	0
	Northwest Housing Alternatives, Inc.	Rapid Rehousing	0
	Parrott Creek	Rapid Rehousing	0
	Up and Over, LLC	Rapid Rehousing	0
	The Father’s Heart Street Ministry	LoveOne Program	0
<b>Total, Minimum Shelter Bed Capacity:</b>			<b>60</b>

**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.

**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, 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, and must require its subgrantees by written agreement to, submit to Agency the following reports, in a format satisfactory to Agency. At Grantee’s discretion, Grantee may permit its subgrantees to submit reports to Grantee instead of 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 are due 20 days following the end of each month. Reports must be transmitted in a format and method as directed by Agency.
  - B. **Monthly Housing Inventory Count (HIC) Report.** Activities funded with this Grant, including bed/ unit inventory and utilization rates, must be included in the Monthly HIC Report. Reports are due 20 days following the end of each month. Reports must be transmitted in a format directed by Agency. Reports must be submitted to Agency’s Grant Administrator and [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
  - C. **Annual System Performance Measure (SPM) Report.** Activities funded with this Grant must be included in the Annual SPM Report. Data for the Annual SPM Report can be found in the WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Reports are due upon Agency’s request, which will be after the SPM deadline in HUD HDX. Reports must be submitted to Agency’s Grant Administrator and [HCS.REPORTING@HCS.oregon.gov](mailto:HCS.REPORTING@HCS.oregon.gov).
- iii. Grantee may request a reporting deadline extension by sending an email to Agency’s Grant Administrator and [HCS.REPORTING@hcs.oregon.gov](mailto: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 Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed 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.

**6. DISBURSEMENT PROVISIONS**

Agency will disburse the Grant Funds using OPUS, on a cost incurred quarterly basis upon receipt of Grantee’s Request(s) for Funds (RFF) disbursement.

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 direct service 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 45 calendar days following expiration or termination of this Grant.

Grantee may request, or Agency may, on its own initiative, provide, advance disbursement of Grant Funds. 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 \$100,000.

**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.

*(The remainder of this page has been left intentionally blank.)*

## 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 client 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 client release forms and privacy policy forms (samples provided by Agency) in connection with obtaining and transmitting client 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.