

February 12, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with Oregon Housing and Community Services for eviction prevention and diversion funding. Agreement Value is \$608,284 for 1 year. Funding is through Oregon Housing and Community Services. No County General Funds are involved.

Previous Board Action/Review	Lifecycle form approved and signed 11/13/25		
Performance Clackamas	Safe, Secure, and Livable Communities		
Counsel Review	Yes - Ryan Hammond	Procurement Review	No
Contact Person	Tracy Garrell	Contact Phone	(503) 655-8641

EXECUTIVE SUMMARY: The Social Services Division (CCSSD) of the Health, Housing, and Human Services (H3S) Department requests the approval of a Grant Agreement with the State of Oregon, Housing and Community Services Department (OHCS) for continued delivery of the Oregon Eviction Prevention and Diversion Program (ORE-DAP).

Passed and signed by Gov. Kotek earlier this year, Oregon House Bill (HB) 1530 appropriated additional funds for the ORE-DAP program. This followed prior appropriations made through Senate Bill (SB) 5511, HB 5019, and SB 1530. These funds support the Governor's Executive Orders declaring a state of emergency on homelessness and are allocated by OHCS to the County.

From its start in January 2023 through June 2025, CCSSD's ORE-DAP program provided eviction prevention services to 873 households. Over half of the households served (53.6%) are families with children, and just over a third (34.6%) have a disabling condition. As funding for the program has tightened, the program transitioned to serve households in the County at the most significant risk of eviction, those on the County Court's Eviction Docket. Continued funds would be used to pay rent arrearages and rent assistance to prevent evictions for eligible households.

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RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this Agreement (12364) 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

STATE OF OREGON GRANT AGREEMENT

Grant No. 9250

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

SECTION 1: AUTHORITY

Pursuant to Oregon Revised Statutes (“ORS”) 190.110, 456.559(1)(g), 456.625(17), House Bill 5006 (2025), and HB5011 (2025), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support the delivery of eviction diversion and prevention services as described in Exhibit A.

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, 2027.

July 1, 2025 – June 30, 2026 will be “Year 1”; July 1, 2026 – June 30, 2027 will be “Year 2.” Grantee must not perform any activities beyond Year 1 until Agency provides written authorization to proceed. Such written authorization will be contingent on Agency review of Year 1 performance and confirmation of available funding. Grantee must not initiate any activities or incur any costs related to Year 2 prior to receipt of Agency’s written notice to proceed with Year 2.

SECTION 4: GRANT ADMINISTRATORS

4.1 Agency’s Grant Administrator is:

Shauna Williams
725 Summer Street NE, Suite B, Salem, OR 97301
503-881-7329
shauna.williams@hcs.oregon.gov

4.2 Grantee's Grant Administrator is:

R.E. Szego
2051 Kaen Road #135, Oregon City, OR 97045
rszego@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 \$1,520,710.00 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its House Bill 5006 (2025) House Bill 5011 (2025) general fund appropriations (each a "Funding Source"). The amount available for Year 1 is \$608,284.00. Grant Funds will not be available to Grantee in Year 2 unless and until Agency provides written notification to Grantee that Year 2 funds are authorized for disbursement and that the other conditions specified in Section 3 have been met.

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 to reimburse Grantee for costs and expenses actually incurred 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 calendar days of Agency's receipt of a request for disbursement from Grantee. Grantee must correct any identified deficiencies at no additional cost to Agency within 15 calendar 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. In addition to the conditions set forth in Section 7.1, Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 14 has occurred;
- 7.2.3** There are no unresolved deficiencies in Project activities as described in Section 7.1.3; and
- 7.2.4** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 7.2.5** For any requests for disbursement in Year 2, the conditions in Section 3 have been met and Grantee has received a written notice to proceed from Agency.

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 in good faith to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available and the Parties do not reach agreement on an amendment, Agency, in its sole discretion, may either (i) cancel or modify its suspension order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions 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 or authority 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 that, in addition to the remedies under Section 15, if Grantee 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. 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, Grantee must promptly but in any event within one calendar day (i) notify Agency's Grant Administrator of such Breach, and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not occur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency may direct Grantee to provide notice and shall have the right, but not the obligation, to specify 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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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, fails to obligate Grant Funds for Project activities in a timely manner, or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;
 - 14.1.2** Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure or assess the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect; 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 calendar 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 or because the conditions for disbursement set forth in Section 7 have not been met.

SECTION 15: REMEDIES

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

- 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 of authorized expenses incurred for Project activities completed and accepted by Agency, 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 calendar 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 the payment of Project expenses 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 activities or materials that Agency determines were deficient.

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 calendar 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.
- 17.3 By Grantee.** Grantee may terminate this Grant as follows:
 - 17.3.1** Immediately upon written notice to Agency if Agency is in default under this Grant and such default remains uncured 15 calendar days after written notice thereof to Agency.

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

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

SECTION 18: MISCELLANEOUS

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

18.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant shall 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 postage prepaid registered or certified mail, to a Party's Grant Administrator at the physical address or email address set forth in Section 4 of this Grant, or to such other addresses as either Party may indicate pursuant to this section. Any notice so addressed and mailed is effective on the date indicated in the proof of delivery notice. 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, indemnity, confidentiality, 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.** 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, and their duly authorized representatives will have access to all Records, to the extent permitted by law, 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, or such longer period as may be required by applicable law, following the expiration or termination of this Grant, 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 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.
- 18.16 Grant Documents.** This Grant consists of the following exhibits, which are incorporated by this reference and listed in descending order of precedence:
- Exhibit A (the "Project")
 - Exhibit B (Insurance)
 - Exhibit C (Online Systems)
- 18.17 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.

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

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

Date

Grant Administrator Approval

By: _____

Shauna Williams, Eviction Prevention Program Analyst

Date

Clackamas County

By: _____

Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency

By:  _____

County Counsel

1/22/2026

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jeffrey Grant via email on 1/9/2026

Date

EXHIBIT A THE PROJECT

1. BACKGROUND AND GOALS

Across Oregon, communities are facing a critical homelessness crisis, with many individuals and families experiencing housing instability. In response, Governor Kotek has issued multiple executive orders declaring a state of emergency on homelessness and calling for coordinated, urgent action at all levels of government. The State of Oregon has invested heavily to expand shelter capacity, strengthen eviction prevention efforts, and support Oregonians on a path to stable housing. This Grant represents a continuation of that investment, through Agency’s Eviction Diversion and Prevention (“ORE-DAP”) program. The purpose of ORE-DAP is to promote a system change that will make evictions in Oregon a rare occurrence, while supporting households who experience evictions with humane, dignified interventions.

The purpose of this Grant is to support Grantee’s continued delivery of eviction diversion and prevention services as described in the Program Guidance.

2. DEFINITIONS

“**Household**” has the meaning provided in the Program Guidance, which is “an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit.”

“**Program Guidance**” is an Agency document adopted by Oregon Administrative Rule in chapter 813, division 261, that contains program requirements applicable to this Grant. The Program Guidance may be found online at: <https://www.oregon.gov/ohcs/for-providers/Documents/manuals/oredap-guidance-2025.pdf>.

3. PROJECT ACTIVITIES AND PERFORMANCE TARGETS

Grantee must use the Grant Funds for eviction diversion and prevention activities, in accordance with OAR chapter 813, division 261, and as more particularly described in Agency’s Program Guidance, which may be amended from time to time.

Grantee must use the Grant Funds to serve at least 230 Households.

If the Project appears to be off track or Grantee faces challenges in meeting the requirements of this Grant, Agency may offer technical assistance and work collaboratively with Grantee to identify solutions.

Grantee’s obligations also apply to any subgrantees, to the extent such obligations are applicable to the subgrantee’s roles, responsibilities, or use of Grant Funds.

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4. BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period and according to the budget shown in the table below:

Category	Amount (Year 1)			Amount (Year 2)		
	HB 5006 (ORE-DAP EP)	HB 5011 (ORE-DAP INFRA)	HB 5011 (ORE-DAP FA)	HB 5006 (ORE-DAP EP)	HB 5011 (ORE-DAP INFRA)	HB 5011 (ORE-DAP FA)
Program Delivery (Navigation, call center, adjudication, processing, program design, communications, etc.)	\$0	\$85,159.76	\$0	\$0	\$127,739.64	\$0
Financial Assistance/ Program (Household disbursements, financial assistance, etc.)	\$0	\$0	\$431,881.64	\$0	\$0	\$647,822.46
Administration (Expenses that support the overall performance of the Grant but are not directly tied to delivering services to clients (e.g., administration, banking fees, postage, bookkeeping/ accounting, etc.))	\$0	Up to \$91,242.60	\$0	\$0	Up to \$136,863.90	\$0
Subtotals:	\$0	\$176,402.36	\$431,881.64	\$0	\$264,603.54	\$647,822.46
Total Grant Funds:	\$1,520,710.00					

Budget Adjustments. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Project budget included in this Exhibit A (the “Budget”) only with the prior consent of Agency’s Grant Administrator, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant for Year 1 and Year 2. Grantee may not expend Grant Funds for Year 2 unless and until the conditions in Section 3 have been met and Grantee has received a written notice to proceed from Agency. Administrative costs are limited to the amount described in this Exhibit A, if applicable, regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amounts identified in Section 6 may not be done without an amendment to this Grant.

5. PROJECT MONITORING AND REPORTING

a. Monitoring

- i. Agency may monitor Grantee’s activities, including Grantee’s policies and procedures for monitoring any subgrantees, to ensure Grantee and any subgrantees comply with the terms of this Grant and the use of the Grant Funds. Monitoring activities may include any action deemed necessary and appropriate by Agency, including but not limited to the following activities:
 - On-site or remote Records review;
 - Conducting audits;

- On-site inspections;
 - Evaluating Grantee's activities and progress; and
 - Providing training or technical assistance.
- ii. Agency may use third parties to assist with monitoring activities.
- iii. Agency may, from time to time, monitor the activities of any subgrantees. Notwithstanding any such review or monitoring by Agency, Grantee remains responsible for monitoring any subgrantees at least annually and ensuring subgrantee compliance with this Grant.

b. Reporting

- i. Grantee must submit information and Project reports, using Agency's systems (OPUS for fiscal management, and automated exports of disaggregated HMIS participant data as needed). Grantee must provide technical assistance to users in Grantee's region, and may request additional assistance from Agency as needed.
- ii. Grantee must submit the following reports to Agency:

Report	Details and Submittal	Due Date*
Monthly Report	Report using an Agency-provided template that includes the number of Households served in each of the Project categories identified in this Exhibit A, Part 3. Report must be emailed to Agency's Grant Administrator.	20 days following the end of each month
Quarterly Report	Requirements are described in Agency's Program Guidance, which may amended by Agency from time to time. Report must be emailed to Agency's Grant Administrator.	30 days following the end of each quarter Quarters: July – September October – December January – March April - June
Financial Report	Annual report describing expenditures and financial information as described in Agency's Program Guidance. Report must be emailed to Agency's Grant Administrator.	Annually by August 31
Ad-Hoc Reports	Additional reports and attendance at meetings with Agency, as reasonably requested by Agency	To be determined by Agency

- iii. To request a reporting due date extension, Grantee must submit send an email to Agency's Grant Administrator at least 7 days prior to the report's due date. Extensions must be approved in writing by Agency to be valid.
- iv. All reports must be complete and satisfactory to Agency. Grantee must also provide additional information and documents to Agency as Agency may require from time to time.
- v. 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 no later than 30 days after 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.

6. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using its OPUS system, on a cost incurred basis upon receipt of Grantee's Request(s) for Funds ("RFF"). With each RFF, Grantee must submit expenditure documentation satisfactory to Agency. Agency may require additional information or clarification as it deems necessary or appropriate in its sole discretion. Grantee's final RFF must be received within 60 days of 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.

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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 subgrantees and contractors 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:

☒ **Required** ☐ **Not required**

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:

☒ **Required** ☐ **Not required**

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:

☒ **Required** ☐ **Not required**

Grantee shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the activities to be performed 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:

☒ **Required** ☐ **Not required**

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 or subcontractor(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.

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.

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EXHIBIT C ONLINE SYSTEMS

1. 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 Project. 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.

Notwithstanding the foregoing, Agency represents and warrants that the HSM system shall perform in accordance with the documentation for such system. Except as provided for in this Section 5, with respect to the HSM system, all other 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 are expressly disclaimed. Moreover, with respect to the HSM system, Agency does not warrant (1) the Content is accurate, reliable or correct; (2) the Sites will be available for 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.

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.

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