

SUB-RECIPIENT FUNDING AGREEMENT

This Agreement shall become effective upon full execution, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Clatsop Community Action**, an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Sub-Recipient**”.

Recitals

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505- Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives.

County desires for this dedicated investment to allow Sub-Recipient to deploy these funds in accordance with the requirements and objectives as further defined in the attached “Agreement No. 8078” (inclusive of Exhibits A & B) in addition to further guidance as provided in accordance with [Oregon Housing and Community Services : FAQ: Housing Emergency Executive Orders : State of Oregon](#) (check regularly for updated FAQ’s) and to include additional covenants as described below:

In accordance with the State approved Regional Plan (Exhibit B), the established outcomes for the sub-recipient include at a minimum:

- Providing 58 shelter beds and associated services to the community through June 2025
- Re-housing approximately 5 individuals per quarter through June 2025

Shelter Funding Conditions:

1. In an effort to meet the highest and best use of the limited funds allocated, the County is electing to not allocate funds for the acquisition of real property;
2. Funds are not to be used for development, expansion or operation of shelters specifically designed to provide services during inclement weather, except in the instance of severe weather emergencies.

Rapid Re-Housing Funding Conditions:

1. Re-housing households requires establishing, at a minimum a month -to-month lease agreement.
2. Potential placement site of individuals/household cannot be within a facility or on a property that has any open code violations related to health and safety conditions within the jurisdiction of residence;
3. Structure/RV will have adequate heating facilities that conform to applicable law/manufacturing requirements at the time of installation and are maintained in good

- working order, and are capable of maintaining a room temperature of 68F in all habitable rooms;
4. Mechanical equipment, appliances, cooking appliances and water heating appliances shall be properly installed and maintained in safe working condition, and shall be capable of performing the intended function as intended upon construction/manufacturing.
 5. Exterior doors, door assemblies and hardware of any structure/RV shall be maintained and in good condition. Locks on means for egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort;
 6. If rehoused in an RV, the RV must comply with any local RV codes as well as any local habitable structure codes, and safety and sanitation codes for RVs;
 7. Must have 24-hour hook-up to: heat, electricity, water, sewer/septic;

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be effective upon full execution by the Parties and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within the attached Agreement No. 8078.
2. Services and Payment: County shall provide funding for shelter beds in the amount of **\$1,250,000**, in addition to rapid re-housing funding in the amount of **\$1,136,222**, to Sub-Recipient based on reimbursement requests submitted for authorized expenses per "Agreement No. 8078". Sub-Recipient will submit requests for reimbursements on a monthly basis with all supporting documentation.
3. Indemnity: Sub-Recipient shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Sub-Recipient shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Compliance and Reporting: Funds provided to Sub-Recipient by this Agreement are a subaward of funding through House Bill (HB) 5019, Balance of State (BOS) - State of Emergency Due to Homelessness. Subrecipients under this program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the award on behalf of the recipient. Sub-Recipient shall adhere to all "Agreement No. 8078" subrecipient compliance and reporting requirements as determined by the State.

Sub-Recipient shall provide County with a quarterly report of services, including an explanation of how funding was spent and shall adhere to all reporting requirements of the "Agreement No. 8078".

5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ten (10) days written notice to the Sub-Recipient. (b) County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Sub-Recipient shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

COUNTY:

Don Bohn, County Manager
Name, Title

12/15/23
Date

Signature

SUB-RECIPIENT:

Viviana Matthews, Executive Director

Name, Title

10/31/23
Date

Signature

Clatsop Community Action

Name of Sub-Recipient

364 9th Street Astoria Oregon 97103

Sub-Recipient Address

Direct # 971-308-1031

Sub-Recipient Phone

Intergovernmental Grant Agreement

Balance of State (BOS)

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clatsop County, an Oregon local government entity (“Recipient”), each individually a “Party”, and collectively the “Parties”.

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives. Agency will support such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A.** Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B.** Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.
- C.** All references to “days” in this Agreement shall mean calendar days.

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed **\$3,836,732.32** (the “Grant Funds”), as follows:

- 3.1** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$3,836,732.32**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in Exhibit B and agrees that such goals are requirements under this Agreement.

5. Authorized Representatives

- 5.1** Agency’s Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
liz.hearn@hcs.oregon.gov

- 5.2** Recipient’s Authorized Representative is:

Monica Steele
800 Exchange Street
Astoria, OR 97103
msteele@clatsopcounty.gov

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

6. Online Systems

6.1 Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the "Sites") at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

6.2 As a condition of use of the Sites, Recipient and its subrecipients (collectively, "User") agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

6.3 Use of the Sites for additional reported "local" program data is at the Recipient's and subrecipients' 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.

6.4 Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

6.5 Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or 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 in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

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

7. Headings

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

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third-Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency 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 Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency 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. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (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 Agency in such proportion as is

appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that 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 Agency 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 if it had sole liability in the proceeding.

- 13.4** Recipient shall take all reasonable steps to cause its contractor(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 ("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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

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

- 14.1** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- 14.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 14.3** Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 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.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient

for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

- 17.1** If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.
- 17.2** Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

- 18.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 18.2** Agency may terminate this Agreement as follows:
- 18.2.1** Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.2.2** Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 18.2.3** If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or
- 18.2.4** As otherwise expressly provided in this Agreement.
- 18.3** Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

19.3 Project Insurance. In addition to any other insurance required under Section 19 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

19.4 All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

19.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any

improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement 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 Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced 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 Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five 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.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

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

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

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

Agreement No. 8078

28. Counterparts

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

29. Signatures

Oregon Housing & Community Services

DocuSigned by:
Sandra Flickinger

1011B2802A0B49F...
Signature

Sandra Flickinger Designated Procurement Officer

Printed Name & Title

10/31/2023

Date

Clatsop County

DocuSigned by:
Don Bohn

9F724220B80F4CA...
Signature

Don Bohn County Manager

Printed Name & Title

10/27/2023

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 10/13/2023.

Exhibit A

Grant Activities

1. Description.

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

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the "Program").

2. Grant Activities.

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

experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

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

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

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

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

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

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

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

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lacks the resources or support networks to obtain other permanent housing.

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

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

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

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

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

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

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

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

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

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

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

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

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

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

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing

- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

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

- i) Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
 - (1) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - (2) **Conversion** means changing the function of a piece of property from one use to another.
 - (3) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii) Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- iii) Street outreach services, including housing navigation and placement services.
- iv) Sanitation services.
- v) Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi) For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii) Capacity Building services, including funds for the purposes of promoting growth, encouraging development, increasing Recipient's capacity to better support homeless services delivered, and strengthening community efforts around supporting people

experiencing homelessness; and expend funds to procure and provide needed technical assistance related to grant administration, homeless services best practices, system design, and other critical areas of learning and growth, including, but not limited to:

- (1) Training offered to staff and/or community partners for further skill development of those that are participating and working on addressing homelessness in the local community;
 - (2) Technical assistance, including but not limited to fiscal training, grant management support, policy refinement and development, strategizing planning and development around homeless supportive services, and developing or improving data collection methods that inform programmatic improvements;
 - (3) Establishment or expansion of organizational outreach efforts and engagement to identify existing resources, avoid duplication of services and resources, cultivate new partnerships and relationships, including with organizations that identify as culturally responsive or culturally specific, and develop seamless pathways to providing services to those seeking support;
 - (4) Increase organization staffing; and
 - (5) Homeless Management Information System (HMIS) and coordinated entry training, support, and continued education.
- viii)** Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3) Board expenses (excluding meals);
 - (4) Planning and implementation of Local Planning group infrastructure
 - (5) Organization-wide membership fees and dues specific to the Program;
 - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

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

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

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

- A.** Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B.** If using funding under this Agreement to add new shelter beds, Recipient must provide required data in the form and manner required by the Rural Oregon Continuum of Care to the CoC HMIS Administrator for the Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS.
- C.** Requests for funds through the OPUS system must be submitted, within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- D.** If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

- E.** If using funding under this Agreement for purposes described in Section 2(I)(vii) above, then Recipient must submit a narrative update in a manner prescribed by Agency on the last day of each quarter.
- F.** Recipient shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of Agency, and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

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

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

5. Restrictive Covenants for Shelter Facilities

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

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

Restrictive Use Period

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

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

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

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

Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

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

Exhibit B

Regional Plan

The purpose of Oregon's EO 23-02 initiative is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

OHCS plans to deliver \$26.135 million to the Oregon Balance of State region to increase shelter capacity by 100 units, and rehouse at least 450 households by June 30, 2025. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the Performance Period, state partners will support regional and community partners in the response effort.

Community Analysis

Part 1: Community Engagement and Data Review

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

In Clatsop County, our approach to addressing homelessness is driven by community engagement and collaboration. We recognize the importance of actively involving individuals experiencing homelessness, frontline service providers, and groups at high risk of homelessness in shaping our programs and priorities. Through ongoing needs assessments and feedback from the community, we identify gaps in services and work towards targeted solutions.

During the COVID-19 pandemic, a collaborative county-wide network, including the Regional Food Bank (RFB), local Hospitals, the County Department of Public Health, CCA Social Service and Community Resource teams, Clatsop Behavioral Health, the Harbor, LiFEBoat services and more responded swiftly to the increased demands for food, medical

services, personal care products, and housing resources resulting from job losses and closures.

We also acknowledge the specific challenges faced by survivors of domestic violence during the pandemic. The severity of violence experienced by survivors increased, leading to a greater need for emergency shelter. However, the housing crisis and limited availability of affordable housing meant longer stays in shelter, resulting in fewer survivors being able to access these services. The Harbor, working closely with partners such as the County, CCA, CBH, hospitals, and DHS, collaborated to leverage available resources and provide the best possible outcomes for survivors. Culturally specific services were also provided to the Latine/x and 2SLGBTQIA+ populations, guided by an advisory group consisting of members from the Latine/x community.

Maintaining accountability to the communities we serve is a core value for all of our community stakeholders. We prioritize ongoing engagement and communication by actively seeking input from clients and service providers. By continuously assessing needs, resources, and the quality of care, we are better able to address gaps and adapt our services accordingly. Our collective goal is to connect individuals to the best available resources, strengthen existing networks, and forge new partnerships when necessary.

To ensure accountability and coordination, we establish Memorandum of Understanding agreements with key agencies and partners. These agreements define responsibilities and expectations, fostering a collaborative environment. Through inter-agency reporting, metrics analysis, and regular meetings, we assess the impact of our programs and make informed decisions to improve and adapt.

Our collective commitment extends beyond short-term interventions. We strive for the long-term health and stability of vulnerable residents and their families. Through active community engagement and continuous assessment of needs, we develop effective and sustainable solutions to address homelessness in Clatsop County.

The Clatsop County community has been working together for years to find solutions around the issue of homelessness. Initiatives such as the County-wide Homeless Liaison position, created based on recommendations from the City of Astoria led Homeless Solutions Task Force, demonstrate the collaborative efforts throughout our communities. This position, currently housed under CCA, directly communicates with unsheltered individuals county-wide on a daily basis to identify barriers and needed resources, guiding them towards housing and services. An Advisory Committee consisting of stakeholders throughout the county regularly reviews activities and provides feedback on priorities, ensuring a community-driven approach.

In Clatsop County, community partnership and collaboration are at the heart of our work. One example is CCA's Community Resource Program, where on-site and mobile resources are provided for patients of Columbia Memorial Hospital and Providence Hospital and clinics, ensuring that individuals have access to the support they need.

The commitment of collaboration extends further through ongoing engagement and regular meetings with numerous community stakeholders and social service providers. These collaborations strengthen our partnerships and enable our county collectively to better address the complex challenges of homelessness county-wide.

Furthermore, we have actively collaborated on the 2022 Community Health Needs Assessment, demonstrating our shared dedication to addressing the health and social needs of our community. By working together, we can make a significant impact and create positive change in Clatsop County.

In Clatsop County, community partnership and collaboration are at the heart of our approach. Together, through collaborative efforts, active community engagement, and data-driven decision-making, we are committed to creating lasting change and working towards a future where homelessness is a solvable issue in Clatsop County.

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

Please see link below with estimations on homeless populations by County. From the Oregon Health Authority.

[County - Homelessness \(oregon.gov\)](https://www.oregon.gov/oha/ohd/comm/communities/homelessness/county-homelessness)

Please see link below with the Oregon Statewide Homelessness Estimates for 2021- Report from Oregon Housing and Community Services.

[Oregon Statewide Homelessness Estimates 2021 \(pdx.edu\)](https://www.oregonhousing.org/reports/2021-statewide-homelessness-estimates)

Please see link below with the Oregon Housing and Community Services dashboard link displaying 2019 Point in Time data.

[2019 Point-in-Time Dashboard | Tableau Public](#)

See table below: MAC-PIT.excerpt.xlsx

[illegible]

Part 2: Impact Analysis

- 3) How many people experiencing unsheltered homelessness did your community house in 2022?

206

- 4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

a. Subpopulation 1:

Individuals with Mental Health / Substance Use Disorder

- b. Subpopulation 2:

Individuals and Families Fleeing Domestic Violence

- c. Subpopulation 3:

Youth

- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

Less than 2%

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

Less than 2%

- 7) On average, how many people experiencing unsheltered homelessness does your community exit to permanent housing each month?

2-4

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your community?

- a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Clatsop Behavioral Health (mobile crisis, medication assisted treatment, counseling, recovery allies, transitional housing and shelter referrals, street outreach)

Helping Hands Rapid Re Entry (emergency shelter, re-entry program [supported transitional housing])

CCA (Home to the county-wide collaborative Homeless Liaison street outreach program, housing programs and pending shelter support)

Iron Tribe network- Provides peer support, housing and family reunification services to individuals and families in recovery from substance use disorder.

Restoration House- Provides case management and housing support services to men with co-occurring disorders including substance abuse and significant psychological/behavioral issues.

LiFEBoat Services (navigation and meal services, street outreach)

Clatsop County Department of Public Health (Harm reduction services including needle exchange and Narcan distribution, street outreach, and mobile clinic services)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Re-Location Assistance, Emergency Shelter, Support Groups)

c. Subpopulation 3: Youth

Clatsop CASA- Provides court appointed special advocates for children in the foster care system.

Assistance League of the Columbia Pacific (clothing resources to children in Clatsop County, in partnership with The Harbor, assists children in the foster care system with they're Duffel Bag program, Provides scholarship opportunities to high school children).

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

a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Beacon Clubhouse (nonclinical, membership based, peer run programing. Offers an inclusive, safe and restorative environment for adults navigating mental health)

Clatsop Behavioral Health (mental health community-based services; mental health outpatient services; substance use disorder treatment)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

CCA (Provides 2 Continuum of Care housing programs for individuals and families fleeing domestic violence. Both programs offer ongoing rental assistance and case management support for clients).

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Support Groups)

c. Subpopulation 3: Youth

Lower Columbia Q Center (support groups and peer support to LGBTQIA+ youth).

Consejo Hispano- Offers a bilingual leadership camp (La Cima Lower Columbia Bilingual Leadership Camp) for Latinx high school students along the north coast of Oregon.

Tongue Point Job Corp (continued education opportunities to learn trades, typically serves between 16–24-year-olds).

First Steps Center for Autism (family supports for children on the Autism spectrum).

The Healing Circle (VOCA)- Community based organization dedicated to the healing of childhood sexual violence.

NW Oregon Works (continuing education supports).

Part 3: Community Priorities

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

- | | |
|--|---|
| ☒ Housing Affordability | ☒ Rapid Rehousing Projects |
| ☒ Emergency Shelter Shortage | ☒ Service Providers – Organizational Capacity |
| ☒ Street Outreach Services | ☒ Service Providers – Staff/Salary |
| ☒ Affordable Housing Landlord Engagement | ☒ Service Providers – Specific Expertise |
| ☒ Substance Use Disorder Care and Services | ☒ Medical Care |
| ☒ Mental Health Care and Services | ☒ Skilled Nursing Facility Care |
| | ☐ Nursing Home Shortage |
| | ☒ Manufactured Housing |

- ☒ Housing Development
- ☒ Flexible System Funding/Costs
- ☒ Cleaning or maintenance (e.g., hoarding prevention)
- ☒ Housing-focused Case Management
- ☒ Housing problem-solving assistance
- ☒ Conflict mediation Services
- ☒ Housing Navigation Services
- ☒ Tenant-based rental assistance
- ☒ Project-based rental assistance
- ☒ Housing Choice Vouchers
- ☒ Targeted subsidies
- ☒ Rent buy-down
- ☒ Family reunification transportation assistance
- ☒ Flexible emergency funding
- ☒ Food security payments
- ☒ Marketing materials
- ☒ Operating costs
- ☒ Other flexible forms of financial assistance
- ☒ Other renovations
- ☒ Peer support Services
- ☒ Planning and development
- ☒ Project management
- ☒ Repairing damages
- ☒ Room and board payments
- ☒ Security deposits
- ☒ Service coordination and integration
- ☒ Signing bonuses
- ☒ Staffing
- ☒ Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: **Shelter Availability**
 - Subpopulation 2: **Shelter Availability**
 - Subpopulation 3: **Shelter Availability**

12) Please list the community's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: **Shelter Availability**
- Urgent and Critical: **Substance Use Disorder Care and Services**
- Time Sensitive and Very Important: **Mental Health Care and Services**
 - Not Time Sensitive but Very Important: **Housing Affordability**
 - Important: **Housing Development**

Goal Setting

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

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

Part 1: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

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

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

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

Expand emergency shelter bed capacity through the following eligible activities:

- ☐ Major rehabilitation
- ☐ Conversion
- ☐ Other renovation

Part 2: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

☒ Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

☐ Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

☐ **Technical assistance and support to analyze your Continuum of Care region's funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

☐ Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

☒ Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

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

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

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

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

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

Current Services

Below are the estimated services available in Recipient's service territory as submitted in Recipient's community plan.

Project Type	Units Available	Total Units	Avg. Cost Per Unit
Emergency Shelter Beds – Adult Only	0	71	
Emergency Shelter Beds – Adults with Children	0	26	
Emergency Shelter Beds - Youth	0	0	
Transitional Housing	0	25	
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	0	77	
Permanent Supportive Housing	0	20	
Other Permanent Housing			
Housing Choice Vouchers	0	289	\$ 606.71

Service Type	Slots Available	Total Slots	Avg. Cost Per Service
Outreach	5	50	\$ 1,500.00
Rental Assistance	5	20	\$ 17,000.00
Case Management	3	80	\$ 5,000.00
Landlord Engagement	0	0	
Housing Navigation	3	10	

Current Investments

Below are the estimated costs for services in Recipient's territory as submitted in grantee's community plan.

Project Type	City	County	State	Federal	Private	Total
Emergency Shelter Beds – Adult Only	\$50,000.00	\$300,000.00	\$1,195,334.00			\$1,545,334.00
Emergency Shelter Beds – Adults with Children	\$27,000.00		\$1,000,000.00			\$1,027,000.00
Emergency Shelter Beds - Youth			\$806,000.00			\$806,000.00
Transitional Housing						\$0.00
Joint Transitional Housing/Rapid Rehousing						\$0.00
Rapid Rehousing						\$0.00
Permanent Supportive Housing			\$234,406.50	\$159,440.00		\$393,846.50
Other Permanent Housing						\$0.00
Housing Choice Vouchers				\$175,339.19		\$175,339.19
Service Type						\$0.00
Outreach	\$80,842.60	\$50,000.00	\$20,000.00			\$150,842.60
Rental Assistance			\$500,000.00	\$178,860.00		\$678,860.00
Case Management	\$45,000.00			\$48,623.00		\$93,623.00
Landlord Engagement						\$0.00
Housing Navigation		\$70,000.00				\$70,000.00
Total Investments	\$202,842.60	\$420,000.00	\$3,755,740.50	\$562,262.19	\$0.00	\$4,940,845.29

Goals

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

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

Increase shelter capacity

Our Local Planning Group will add a minimum of **80** emergency shelter beds by this date: 6/30/2025.

Rapidly rehouse

Our Co Local Planning Group will rapidly rehouse **33** people experiencing unsheltered homelessness by this date: 6/30/2025.

Milestones

Please provide a timeline of quarterly milestones your local planning group proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding.

Month	Quarterly Progress Milestones	Systems Improvement Actions
Jan. – March 2024	CCA Re-Housing program rehouses approx. 5 individuals FEB shelter sustains operations – providing 22 new shelter beds and associated services to the community Columbia Shelter sustains operations – providing 58 new shelter beds and associated services to the community	MAC group reviews program performance. Adjust strategies as necessary.
April–June 2024	CCA Re-Housing program rehouses approx. 5 individuals FEB shelter sustains operations and associated services to the community with existing 22 shelter beds Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds	MAC group reviews program performance. Adjust strategies as necessary.

July- Sept. 2024	CCA Re-Housing program rehouses approx. 5 individuals FEB shelter sustains operations and associated services to the community with existing 22 shelter beds Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds	MAC group reviews program performance. Adjust strategies as necessary.
Oct. - Dec. 2024	CCA Re-Housing program rehouses approx. 6 individuals FEB shelter sustains operations and associated services to the community with existing 22 shelter beds Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds	MAC group reviews program performance. Adjust strategies as necessary.

Jan. – March 2025	CCA Re-Housing program rehouses approx. 6 individuals FEB shelter sustains operations and associated services to the community with existing 22 shelter beds Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds	MAC group reviews program performance. Adjust strategies as necessary.
April–June 2025	CCA Re-Housing program rehouses approx. 6 individuals FEB shelter sustains operations and associated services to the community with existing 22 shelter beds Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds	MAC group reviews program performance. Adjust strategies as necessary.