

June 8, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the State of Oregon, Housing & Community Services Department for programs related to the Governor’s State of Emergency due to Homelessness. Total value is \$1,883,236. Funding through the State of Oregon. No County General Funds are Involved

Previous Board Action/Review	Briefed at issues 6/6/23		
Performance Clackamas	This funding aligns with the strategic priorities <ul style="list-style-type: none"> • To assist individuals and families in need to be healthy and safe • To increase self-sufficiency 		
Counsel Review	Yes	Procurement Review	No
Contact Person	Teresa Christopherson	Contact Phone	503-650-5718

EXECUTIVE SUMMARY: The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the State of Oregon’s Housing and Community Services Department (OHCS) to fund eviction prevention and rent assistance associated with Governor Kotek’s Emergency Order on homelessness (EO 23-02).

On January 10, 2023, the Oregon Governor signed a trio of emergency orders intended to address the ongoing homelessness crisis across the state. The three orders: 1) declared a state of emergency due to homelessness; 2) directed state agencies to prioritize reducing homelessness; and 3) established a statewide housing production goal and housing production advisory council. Shortly after the orders were signed, the State outlined a series of goals for homelessness prevention, increased shelter capacity, and rapid rehousing. This included goals in each of these categories for Clackamas County. In late March, the Oregon Legislature passed the \$200 million Affordable Housing & Emergency Homelessness Response Package in

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House Bills 2001 and 5019 to fund additional investments in affordable housing and homelessness, including to achieve the stated goals.

The Housing & Community Development Division worked with State partners at OHCS on a budget proposal to fund the programs and services to achieve the goals for Clackamas County. During the development of the proposal, the State decided to bifurcate its allocation process, sending the homeless prevention funds through Community Action Agencies (Clackamas County Social Services) and shelter and rapid-rehousing funds through Continuum of Care (CoC) Lead Agencies (Clackamas County Housing & Community Development).

The intergovernmental agreement being presented today represents the portion of State funding flowing through Social Services, as the county's Community Action Agency. This \$1,883,236 will fund eviction prevention and housing stability services to eligible tenants at risk of homelessness or facing eviction, with a particular focus on serving rural communities.

RECOMMENDATION: Staff recommends approval of this contract and that Tootie Smith, Board Chair, or her designee; be authorized to sign all documents on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Health, Housing & Human Services

Grant Agreement

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 Clackamas County, acting by and through its Health, Housing, and Human Services Department, Social Services Division, 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 January 10, 2024, unless extended or terminated or sooner 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:

- a. On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. All executive state agencies are authorized, upon further direction from Governor Kotek and the Governor’s office, to take any actions authorized under the provisions set forth in ORS 401.168 through ORS 401.192. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor.
- b. During the 2023 Session of the Oregon Legislature, Agency was awarded funding from House Bill 5019, subject to passage and approval. Agency was appropriated funding for both the Biennium ending on June 30, 2023, and the Biennium beginning on July 1, 2023. Agency will grant funding from this bill through a variety of agreements to further the objectives of Executive Order 23-02, including by granting funds under this Agreement.
- 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 \$1,883,236 (the “Grant Funds”), as follows:

3.1 On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a notice of allocation (“NOA”) to Recipient, pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$414,022 (the “Initial Payment”), which Recipient will expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”).

3.2 After July 1, 2023, and following expenditure of the Initial Payment 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 additional Authorized Expenses up to the amount of \$1,469,214 (the “Additional Allotment”), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized Expenses incurred from July 1, 2023 until the end of the Performance Period (January 10, 2024). Each such reimbursement request will be made following, and in accordance with, a 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 3.2 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.

5. Authorized Representatives

5.1 Agency’s Authorized Representative is:

Mike Savara
725 Summer Street NE, Suite B
Salem, OR 97301
Mike.Savara@hcs.oregon.gov

5.2 Recipient’s Authorized Representative is:

Teresa D. Christopherson
2051 Kaen Road #135
Oregon City, OR 97045
teresachr@clackamas.us

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 (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee 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 January 10, 2024, 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 first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in Exhibit C.

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.

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.

[Remainder of page intentionally left blank]

29. Signatures

**Oregon Housing and Community Services
Department**

**Clackamas County, acting by and
through its Health, Housing, and
Human Services Department,
Social Services Division**

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 5/10/2023.

2021 – 2023 MASTER GRANT AGREEMENT
Exhibit A
 Oregon Eviction Diversion and Prevention Program
 Emergency Order (ORE-DAP EO) Program

Description. On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, in a coordinated effort to accomplish the following statewide objectives:

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

In order to help accomplish the first goal of preventing 8,750 households from becoming homeless, Agency will deploy the Oregon Eviction and Prevention Emergency Order (ORE-DAP EO) Program (the “Program”). Objectives number two and three will be accomplished utilizing other agreements. Agency may also deploy additional programs at its sole discretion to accomplish the above three goals. Recipient must prevent homelessness for a specific number of households as outlined in the Implementation Report attached as Exhibit B to this Agreement.

1. Scope of Work.

- A) Recipient shall, and shall cause and require its subcontractors by contract to, comply and perform all work to the satisfaction of Agency, and in accordance with the terms of this Agreement. The remaining provisions of this Section 1 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under this Subsection 1A or otherwise under this Agreement.
- B) Recipient shall, and shall cause and require its subcontractors by contract to, administer the Program in a manner satisfactory to Agency and in compliance with the Program requirements, including but not limited to (i) the requirements set forth in the Agency’s ORE-DAP Program Guidance Manual, as amended from time to time by Agency with written notice to Recipient, and (ii) the following terms and

conditions (all of the foregoing collectively referred to herein as the “Program Requirements”):

- a. Conduct an initial evaluation to determine eligibility for Program services in alignment with Program Requirements.
- b. Proactively outreach and market available resources to tenants at high risk for eviction and homelessness, court staff and other key stakeholders as defined in Program Requirements to ensure a systemic approach to eviction prevention.
- c. Ensure that Program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, Black, Indigenous and other People of Color, farm workers and Native Americans, who meet Program eligibility requirements. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.
- d. Coordinate services and support with other programs and services that support renters, including, but not limited to the local Multi-Agency Coordinating (“MAC”) Groups if available, the Oregon Emergency Rental Assistance Program, the Oregon Eviction Defense Program and others as defined in Program Requirements and available in the Recipient’s service region.
- e. If Recipient operates within the geographic boundaries of Executive Order 23-02 or coordinates with, or participates as part of, a local Multi-Agency Coordination (“MAC”) Group (defined as an Agency designated group for interagency management planning, coordination, and operational leadership to provide strategic coordination, identify resources, and manage goals), Recipient shall use reasonable efforts to collaborate with the MAC Group on any homeless prevention goals in the applicable community plan in order to coordinate the use of funds and shall carry out all Program activities in alignment with MAC Group goals and strategies.
- f. Utilization of Program funds to support households who have become homeless or are in need of rental assistance and move in assistance is allowable.

2. Program Data Collection and Reporting

- A) Recipient shall, and shall cause and shall require its subcontractors by contract to, submit to the satisfaction of Agency all Homeless Management Information System (“HMIS”) reports as required in this Agreement or as requested by Agency. Recipient shall, and shall cause and shall require its subcontractors by contract to, ensure that data collection and reporting, including personally identifiable

information, be conducted through the use of the Agency-approved HMIS. Recipient may request a reporting deadline extension when necessary. All such extension requests are subject to approval by Agency, which approval may be granted or denied in Agency's sole discretion.

- B) Recipient and its subcontractors are required to enter reliable, valid, and accurate Program-related participant and service data into HMIS. Both an HMIS entry/exit and HMIS Service Transaction must be entered into HMIS. Each allowable service must be represented with a Service Transaction. Same-day services will have the same Service Start and End Date. Service Transactions that utilize Grant Funds, including all payments, arrearages, deposits, fees, landlord engagement and client non-categorical services, must include a HMIS fund source and amount.
- C) Timely and accurate data entry is critical to ensuring meaningful data analysis. Recipient and its subcontractors must enter all data required under this Agreement or the Program Requirements within 72 hours after the service is provided or by any earlier deadline as required by local CoC HMIS policies.

D) Required reports shall include:

- a. Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- b. Aggregated Quarterly Reports - Recipient must directly submit aggregated reports using the report provided in the HMIS reporting tool, SAP Business Objects, or the Agency-provided template twenty (20) days following the end of each calendar quarter.
- c. System Data - Recipients must directly submit or allow the export of all disaggregated HMIS participant, Program and service transaction data, required pursuant to the Agency's ORE-DAP Program Guidance Manual, within twenty (20) days following the end of each month. These data may be used in published data visualizations (Tableau dashboards).
- d. Recipient shall provide additional reports as requested by Agency.

3. Performance Measures.

A) Recipient shall, and shall cause and require its subcontractors by contract to, administer the Program in a manner consistent with the Program Requirements and in a manner designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total Program participants who reside in permanent housing at time of their exit from the Program or from the project funded by the Program.

- 2) Increased housing stability for, at minimum, the specific number of households that are at risk of eviction or homelessness as outlined in the Implementation Report attached as Exhibit B to this Agreement.

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Exhibit B

Implementation Report

Primary Contact Point: Teresa Christopherson, Admin Services Manager

Email Address: teresachr@clackamas.us

All-In ORE-DAP Strategy and Implementation Description

Please describe your overall strategy for accomplishing the objectives of the funding in alignment with the Governor’s Executive Order 23-02. The strategy must include a description of the methods that you will use, with the available funding, to prevent the specific number of households from experiencing homelessness or eviction as outlined in the All-In ORE-DAP Formula.

Clackamas County has convened internal and external partners, in compliance with Governor Kotek’s State of Emergency Declaration to form a Multi-Agency Coordination Group that is focusing on solutions for short and long-term housing stabilization. Among community priorities identified as part of that planning process, lack of tenant-based rental assistance is one of the major barriers to housing stabilization. Clackamas County Social Services Division (CCSSD), through its Rent Assistance work unit, is focused on meeting the needs of vulnerable households through housing financial assistance, particularly paying rent arrearages, rent assistance and utility assistance.

CCSSD has an existing partnership with the local eviction court. CCSSD in partnership with Resolution Services mediators go to the Justice Court every Monday to obtain the eviction docket for Friday. CCSSD then uses available contact information to attempt to obtain enough documentation to determine eligibility and issue an intent to pay letter, as well as working with impacted tenants ahead of time to prevent evictions.

CCSSD works closely with the Oregon Eviction Defense Project, and also operates a Housing Rights and Resources project that focuses on Fair Housing and Landlord Tenant information for both landlords and tenants with a prioritized, funded referral relationship with Legal Aid Services of Oregon and the Fair Housing Council.

CCSSD is also working diligently to avoid incentivizing applicants getting eviction notices. By putting systems in place and performing outreach to vulnerable households, CCSSD is committed to serving low-income community members who are having a hard time paying rent, before they get to the point of an eviction. The Coordinated Entry system can be accessed by phone or using an on-line form to apply for rent assistance. CCSSD is working to establish a contract with the developer of Allita to allow the agency to continue to process applications submitted through Allita. This will result in efficiencies for processing applications for vulnerable households.

Program Prioritization

Please describe how you will prioritize those who are at the most acute risk of losing their housing through eviction or other means. If you have additional areas of prioritization, please describe those as well.

CCSSD's rent assistance Standard Operating Procedures allow the agency to prioritize persons with the highest vulnerability. The at-risk referral populations include households with at least one of the vulnerability factors listed below:

- Eviction for nonpayment of rent notices or on the actual eviction court docket
- At least one member age 58 or older
- Chronic health vulnerability/disability/fixed income and no housing subsidy
- English is not the primary or preferred language spoken
- Escaping domestic violence when other providers have no resources or the household prefers to work with CCSSD

People who are not in any of the above vulnerable populations will not be excluded from services, and it is our belief that the prioritizations are broad enough so as not to have a disparate impact on any particular protected class. All ORE-DAP applicants will meet the required criteria for the program.

MAC Group Collaboration (if applicable)

What is a Multi-Agency Coordination (MAC) Group?

A Multi-Agency Coordination (MAC) Group is a group for interagency management planning, coordination, and operational leadership to provide strategic coordination, identify resources, and manage goals.

The MAC group will lead in the development, completion, and deployment of the community plan. Local communities will work to identify interventions based on the needs of people experiencing housing instability within the service region. The MAC groups will work continuously with OHCS throughout the year to review data and amend plans as needed to ensure goals are met.

The local MAC group will include:

- **Local jurisdictions (homelessness and emergency management staff)**
- **Public housing authority**
- **Local homelessness agencies**
- **Rapid rehousing service providers**
- **Shelter developer/operator**
- **Landlord associations**
- **Behavioral Health providers**

If your agency is in a MAC group region as designated by Executive Order 23-02, there is a requirement for your organization to collaborate with your MAC group throughout All-In ORE-DAP planning and implementation. The MAC group will set strategy and approach for all three of the Governor's goals, including prevention, rehousing and shelter creation. The CAA will be responsible for implementing the strategy to reach the Governor's overall goal of preventing homelessness for 8750 households by January 10, 2024.

If this applies to your agency, please describe how you have collaborated with your MAC group to produce your All-In ORE-DAP strategy and plans? Describe any outreach or engagement the MAC group may have completed to inform the plan.

The Community Action Agency function in Clackamas County is administered by the Social Services Division of Clackamas County's Health, Housing & Human Services (H3S) Department. The Social Services Division Director, Brenda Durbin, is on the local MAC Group, which is being led by the Housing & Community Development Division of the H3S Department. Based on this structure, both the prevention funding flowing through Community Action Agencies and the rest of the HB 5019 funding flowing through MAC Groups (Continuums of Care) are being administered by Clackamas County's H3S Department.

From August, 2020, to April, 2021, Clackamas County conducted extensive and inclusive community engagement to inform the development of a Local Implementation Plan (LIP), as required by the passage of Metro ballot measure 26-210, the Supportive Housing Services (SHS) Measure. This engagement sought to elicit stakeholder perspectives on gaps in the current homelessness response system of care; investment priorities for the first years of implementation of the SHS Measure; and gaps and priorities for communities of color. Over a dozen community advisory groups and stakeholder tables were engaged. Additionally, public listening sessions were held, consultants conducted focus groups and listening sessions with communities of color, and a diverse and inclusive LIP Steering Committee was established. By charter, the LIP Steering Committee membership was not less than half representatives from communities of color, and with a priority for lived experience, nearly half of the at-large membership had lived experience of homelessness and/or extreme poverty. The resulting LIP was approved by the Housing Authority Board of Commissioners in April 2021 and subsequently approved by Metro. The LIP guides the County's work in prioritizing the use of funds for the delivery of housing and homeless services, and a regional Oversight Committee maintains the County's accountability for the implementation of the plans strategies and achieving the LIP's goals. The County annually updates the LIP goals with an Annual Work Plan, establishing outcome goals for housing placements, shelter unit development/support, eviction prevention, and other goals related to the County's LIP.

The County also staffs additional year-round engagement and decision-making activities in multiple arenas. The Housing Services (formerly CoC) Steering Committee, with representation of people with lived experience, serves as the County's CoC governing body, as well as the local advisory body for the overall delivery of housing services, including those funded by the SHS Measure. A larger table, the Housing Services (formerly CoC) Community Group, consists of service providers and other system partners, and provides input on challenges and needs in the community. Both meet monthly. Staff also engage with the provider community through periodic meetings with the Here Together Clackamas Cohort, a coalition of local housing service providers. Staff engage with the County's 16 cities through the Clackamas County Coordination Committee, regular updates and work sessions with city councils and commissions, and through regular engagements with the monthly gathering of Clackamas County mayors convened by the Chair of the Board of County Commissioners. Staff engage with people with lived experience through the County's Youth Action Board, comprising youth with lived experience of homelessness who provide input toward the County's implementation of housing services for youth, and through a lived experience panel, which convenes to provide input on specific initiatives, grant opportunities, or overall strategic issues. Both the lived experience panel and the Youth Action Board provide stipends from the County for the participants.

Clackamas County will leverage its comprehensive homeless services planning framework and advisory structure to inform its Phase 2 impact and needs, community priorities, progress and possibilities, goals and milestones, and regional plan. The County will take short- and longer-term approaches to incorporating into its system of care the funding made available by Emergency Order 23-02 and ongoing State commitments. In the short-term, the funding will be allocated on a one-time basis to existing contracted service providers and Clackamas County direct-service programs to quickly meet Emergency Order 23-02 goals. In the longer-term, one of the biggest gaps for Clackamas County is the availability of funding to serve the rural areas.

Clackamas County's share of Metro Supportive Housing Services Measure funding brings approximately \$40.0 million per year to fund services within the Urban Growth Boundary (UGB). Since the Measure's passage, Clackamas County has been working to reallocate other local, state, and federal funding for services outside the UGB. However, the need for households outside of the UGB is far greater than what can be funded with currently available resources, and the rural areas also lack critical homeless services infrastructure. The funding made available here will help to close this critical gap and help Clackamas County build the more geographically equitable system of care that it has long needed. The County recently entered into a contract with a vendor to carry out a rural area needs assessment and develop a strategic plan. The timing of that work aligns with the opportunity to meet short-term goals now with one-time allocations and meet long-term goals with the intentional allocation of ongoing resources to the rural areas, and meet other system needs as part of the overall rebalancing of funding and build-out of services across the whole county.

All-In ORE-DAP Spending/ Allowable Expenditures

Which allowable ORE-DAP expenditures will you prioritize? Will there be any allowable expenses from the ORE-DAP program manual that will not be offered to your program participants?

ORE-DAP funds will be prioritized for housing financial assistance (rent assistance, rent arrearages and utility assistance), but will also allow for prevention activities, diversion activities, stabilization support services, outreach and engagement and administrative costs. All funds spent during this phase of ORE-DAP will focus on Eviction Diversion and Homelessness Prevention. Local and other funds will be leveraged to assist with providing wrap around support services and referral to additional resources to assist with developing long-term stabilization solutions beyond the short-term solution provided by ORE-DAP funds. All allowable expenses with sufficient documentation and demonstration of need will be provided if necessary for eviction diversion and homelessness prevention. Cash payments and gift cards are not allowed for this program.

Anticipated Spenddown Timeline

All-In ORE-DAP funds can be spent in support of the stability outcomes for the number of households communicated in your All-in ORE- DAP funding formula workbook between January 10, 2023 and January 10, 2024. Based on your analysis, when do you anticipate your funds will be fully expended, with your required outcomes reached?

NOTE: By executing this Agreement, Recipient acknowledges and agrees that all performance goals under this Agreement must be completed by January 10, 2024 and that only eligible expenses incurred prior to January 10, 2024 will be reimbursed pursuant to this Agreement.

It is our intention to fully expend funds by the deadline of January 10, 2024.

Progress Milestone Timeline

OHCS has populated a proposed Progress Milestone Timeline below. This timeline will serve as a means to ensure the overall project is on task and the State is collectively meeting our goals by the deadline of the end of the Executive Order emergency declaration, January 10, 2024.

Please confirm below that this template milestone is sufficient or produce an alternative progress milestone timeline below that your organization will commit to. Timelines may be amended through an Implementation Report amendment at the approval of OHCS.

Proposed Progress Milestone Timeline also attached in Implementation Report email.

This template is sufficient at this time, although we will evaluate it more fully as we launch this program.

March 2023 –

- Receive allocation amount from OHCS.

April 2023 -

- Convene MAC group to strategize All-In ORE-DAP spending to meet required service outcomes.
- Receive All-In ORE-DAP program guidance update.
- Complete All-In ORE-DAP Implementation Report for submission.

May 2023 –

- Continue assessment of system gaps in partnership with MAC Group, if applicable.
- Internal review of ORE-DAP EO grant agreement.
- Grant agreement execution goal: May 15, 2023

June 2023 –

- Service goal:
5% of HH goal served.
- Meet with OHCS program staff during scheduled quarterly benchmark meeting.

July 2023 –

- Service goal:
15% of HH goal served (20% to date)

August 2023 –

- Service goal:
15% of HH goal served (35% to date)

September 2023 –

- Service goal:
15% of HH goal served (50% to date)
- Meet with OHCS program staff during scheduled quarterly benchmark meeting.

October 2023 –

- Service goal:
15% of HH goal served (65% to date)

November 2023 –

- Service goal:
15% of HH goal served (80% to date)

December 2023 –

- Service goal:
15% of HH goal served (95% to date).
- Meet with OHCS program staff during scheduled quarterly benchmark meeting.

January 2024 –

- Service goal:
5% of HH goal served (100% to date)

Training and Technical Assistance

OHCS believes that training and technical assistance can serve as a support for the expertise and knowledge that local providers have available to them. We have contracted with national TA providers to support in the implementation of these programs. We want to encourage local communities to submit TA requests through the following form:

<https://app.smartsheet.com/b/form/b8d8efc0bb204567965dc7fd51f8870e>

If you have questions about TTA available through this process, please contact EO2302.questions@HCS.oregon.gov

Please provide any additional comments:

Our primary concern is the amount of funding provided per household is extremely low for eviction prevention purposes. Clackamas County is allocated \$1.6M in program funds and is expected to provide services to 490 households. This will allow for an average payment of \$3,267 per household. With fair market rents in Clackamas County at \$1,839 for a two bedroom apartment (FY 2023, HUD), the typical amount to prevent an eviction is likely, at a minimum, to be 2 months of rent plus late fees (at least \$3,876) and does not include utility arrearages or any other charges. If any additional supports are required or if short-term rent assistance for up to 6 months is required to stabilize the individual or family in housing, costs will rapidly exceed the available funds per household.

[End of Exhibit B]

Exhibit C

Insurance Requirements

Grantee shall obtain at Grantee’s expense the insurance specified in this Exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, 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. 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.

WORKERS’ COMPENSATION & 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 subcontractors 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, Contactor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee and Grantee’s subcontractors, agents, officers or employees in an amount not less than **\$1,000,000** per claim. Annual aggregate limit shall not be less than **\$2,000,000**. If coverage is 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 the contract 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 no less than **\$1,000,000** per claim or incident. This insurance shall 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.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not required**

Directors, Officers and Organization insurance covering the Grantee’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than **\$1,000,000** per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required **Not required**

Third party Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Grantee. Coverage limits shall not be less than **\$1,000,000**.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including 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 Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations

must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

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 will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Grantee termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

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 Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. 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. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 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 Contract 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 C.