

November 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Amendment to a Grant Agreement with the Oregon Housing and Community Services Department for administration of the Oregon Eviction Prevention and Diversion program. Amendment Value is \$1,321,619 for 1 year. Total Agreement Value is \$5,128,976 for 2 years. Funding is through the Oregon Housing and Community Services Department and \$294,000 of Statewide Transportation Improvement Funds for the required 35% match. No County General Funds are involved.

Previous Board Action/Review	Original Agreement June 12, 2023, Agenda Item 20230612 I.C.2 Amendment #01 February 08, 2024, Agenda Item 20240213 I.D.1 Amendment #02 Briefed at Issues November 26, 2024		
Performance Clackamas	This funding aligns with: 1. The Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. The County’s strategic priority is to ensure safe, healthy, and secure communities.		
Counsel Review	Yes: Andrew Naylor	Procurement Review	No
Contact Person	Brenda Durbin	Contact Phone	(503) 655-8641

EXECUTIVE SUMMARY: The Social Services Division (SSD) of the Health, Housing and Human Services (H3S) Department requests the approval of Amendment 2 to our Grant Agreement with the State of Oregon, Housing and Community Services Department (OHCS) for the continued delivery of the Oregon Eviction Prevention and Diversion Program (ORE-DAP, also referred to as “Executive Order”).

In 2024, Governor Kotek passed and signed the Oregon Senate Bill (SB) 1530, which appropriated additional funds for the ORE-DAP program. This followed prior appropriations made through SB 5511 and House Bill 5019. These funds support the Governor’s Executive Orders 23-02 and 24-02 and are allocated by OHCS to the County. Amendment 2 adds the funds appropriated to Clackamas County under SB 1540 and restates the Agreement with updates.

Since its start in January 2023 through August 31, 2024, Clackamas County’s ORE-DAP program has served 496 households. Continued funds would be used for rent arrearages, rent assistance, and energy assistance to prevent evictions.

For Filing Use Only

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment #02 (11165) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook

Director of Health, Housing and Human Services

**State of Oregon
Amended and Restated
Grant Agreement**

Oregon Eviction Diversion and Prevention (ORE-DAP)

This Restatement and Amendment No. 2 (this “Restatement and Amendment 2”) to Grant Agreement No. 7630, dated June 12, 2023, as amended by Amendment No. 1 (the “Prior 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 and Humans Services Department, Social Services Division (“Recipient”), each individually, a “Party”, and collectively, the “Parties”.

RECITALS

- A. On January 10, 2023, Governor Kotek issued Executive Order 23-02 (“EO 23-02”), which declared a state of emergency due to homelessness. EO 23-02 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. EO 23-02 took immediate effect through January 10, 2024, unless extended or terminated by the Governor.
- B. During the 2023 regular session of the Oregon Legislature through House Bill 5019 (“HB 5019”), Agency was appropriated general funds for both the biennium ending on June 30, 2023, and the biennium beginning on July 1, 2023. Agency granted funding from this bill through a variety of agreements to further the objectives of EO 23-02, including by granting funds under this Agreement for the Oregon Eviction Diversion and Prevention (“ORE-DAP”) program.
- C. During the 2023 regular session of the Oregon Legislature, through Senate Bill 5511 (“SB 5511”), Agency received a general fund allocation for rental assistance through the Oregon Eviction Diversion and Prevention and Eviction Prevention Rapid Response programs. Due to this allocation, Agency amended this Agreement to add the new funding allocation to continue supporting Recipient’s activities offering eviction prevention and housing retention financial supports and supportive services to low-income households most at risk of housing loss, eviction, or homelessness.
- D. On January 9, 2024, Governor Kotek issued Executive Order 24-02 (“EO 24-02”) for the purposes of extending EO 23-02 in response to significant increases in unsheltered homelessness in the state of Oregon. The implementation of EO 24-02 and the resources provided by the legislature in HB 5019 and SB 5511 are collectively building a homeless response infrastructure in the state of Oregon to support continued reduction of homelessness in the long term, even after the state of emergency has ended. EO 24-02 took immediate effect and shall remain in effect until January 10, 2025, unless extended or terminated earlier by the Governor.
- E. During the 2023 legislative session, Agency received a general fund allocation from Senate Bill 1530 (“SB 1530”) for homelessness prevention, including those services delivered through ORE-DAP. Due to this allocation, Agency now wishes to amend and restate the Prior Agreement to add the new funding for the continued operation of ORE-DAP.

F. Upon the execution of this Restatement and Amendment 2, it is acknowledged by the Parties that the HB 5019 Initial Payment identified in Section 3 of the Agreement has been fulfilled.

RESTATEMENT AND AMENDMENT

Therefore, the Parties agree that the Prior Agreement is hereby amended and restated as set forth below. Unless otherwise stated, all references to the “Agreement” hereinafter shall be references to this Restatement and Amendment 2.

1. Effective Date and Duration

This Agreement is effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice (the “Effective Date”), and expires on June 30, 2025, unless extended or terminated 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. Purpose

The purpose of this Agreement is to provide funding to Recipient to assist low-income Oregonians at risk of eviction or facing homelessness by providing a range of eviction prevention interventions such as rental assistance, coordination with partners who are providing legal services, mediation services, and other wrap-around interventions.

All references to “days” in this Agreement shall mean calendar days.

3. Grant Funds

In accordance with the terms and conditions of this Agreement, Agency will provide Recipient up to the amounts identified in the table below (“Grant Funds”) for expenses incurred by Recipient in performing the grant activities referenced in Section 4 of this Agreement (“Authorized Expenses”). Agency will pay the Grant Funds from monies available through its general funds as identified in the table below (each a “Funding Source”):

Allotment	Funding Source	Performance Period	Total
Initial Payment	HB 5019	1/10/2023 – 1/10/2024	\$414,022.00
Additional Allotment	HB 5019	7/1/2023 – 1/10/2024	\$1,469,214.00
Second Additional Allotment	SB 5511	1/11/2024 – 6/30/2025	\$1,924,121.00
Third Additional Allotment	SB 1530	5/1/2024 – 6/30/2025	\$1,321,619.00
Total Grant Funds			\$5,128,976.00

3.1 Initial Payment. 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”) in OPUS pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of the Initial Payment identified in the table above. Recipient may use the funds only to reimburse Authorized Expenses that were incurred by Recipient at any time during the Performance Period for the Initial Payment.

- 3.2 Additional Allotment. Starting 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 the Additional Allotment identified in the table above, following receipt of requests by Recipient for such reimbursement. Funds from the Additional Allotment must only be used to reimburse Authorized Expenses incurred by Recipient during the Performance Period identified for the Additional Allotment. Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency in OPUS, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories.
- 3.3 Second Additional Allotment. Starting January 11, 2024, Agency will reimburse Recipient for Authorized Expenses up to the amount of the Second Additional Allotment identified in the table above, following receipt of requests by Recipient for such reimbursement. Funds from the Second Additional Allotment must only be used to reimburse Authorized Expenses incurred during the Performance Period identified for the Second Additional Allotment. Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency in OPUS, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories.
- 3.4 Third Additional Allotment. Starting May 1, 2024, Agency will reimburse Recipient for Authorized Expenses up to the amount of the Third Additional Allotment, following receipt of requests by Recipient for such reimbursement. Funds from the Third Additional Allotment must only be used to reimburse Authorized Expenses incurred during the specified Performance Period in the table above for the Third Additional Allotment. Each such reimbursement request will be made following, and in accordance with, NOA issued by Agency in OPUS including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories.

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. Agreement Administrators

- 5.1 Agency’s Agreement Administrator is:
Shauna Williams
725 Summer Street NE, Suite B, Salem, OR 97301
shauna.williams@hcs.oregon.gov
- 5.2 Recipient’s Agreement Administrator is:
R.E. Szego
2051 Kaen Road #135, Oregon City, OR 97045
rszego@clackamas.us

5.3 A Party may designate a new Agreement Administrator 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 by a written document signed by an authorized representative of Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its reasonable 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 obligations under this Agreement relating to any Grant Funds.

If Grant Funds are not spent or committed to be spent by Recipient in a timely manner as determined by Agency in its reasonable discretion, including without limitation spending or committing Grant Funds in accordance with the spend-down requirements specified in the Implementation Report(s), Agency may reduce Recipient's funding as it determines to be appropriate in its reasonable 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 must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient must 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 must retain and keep accessible all Records for a minimum of six (6) years following termination or expiration of this Agreement, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

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 each of its subrecipients that are not units of local government as defined in ORS 190.003, if any, to fully indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents (each an “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 such subrecipient or any of the officers, agents, employees, or subcontractors of the contractor (“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 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 proper and complete expenditure of the Grant Funds in accordance with this Agreement, the Implementation Report (when mandated), and the Agency’s ORE-DAP Program Guidance Manual, or successful and timely completion of all performance measures under this Agreement, as determined by Agency in its reasonable 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 or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or its right of 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 must promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Grant 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 the applicable period of 10 days as provided 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:

- 18.3.1 Recipient fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to continue its current operations, Recipient's board downsizes or eliminates the division performing Recipient's obligations under this Agreement resulting in the division's inability to continue to perform such obligations, and Recipient has repaid to Agency all Grant Funds previously disbursed by Agency under this Agreement that have not been spent by Recipient in accordance with this Agreement as of the date of termination; or
- 18.3.2 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 from Agency, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

- 19.1 Recipient must 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 must insure, or self-insure, and must require its subrecipients to insure, or self-insure, as specified in Exhibit B.

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 is 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 must 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 must 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 Agreement Administrator 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 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

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. Subawards

Recipient must notify Agency prior to entering into any subawards for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subaward 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, "subaward" 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 "subrecipient" includes any contractor, subcontractor, or subgrantee 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.

(The remainder of this page is left blank intentionally.)

28. Counterparts

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

29. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

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

By: _____
Phillip Andrews, Designated Procurement Officer Date _____

Agreement Administrator Approval

By: _____
Shauna Williams Date _____

Recipient

By: _____
Authorized Signature Date _____

_____ _____
Printed Name Title

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email _____ 10/25/2024 _____
Sr. AAG Marc Bocci Date

Approved as to Form:

By:  _____
County Counsel

Date: 10/30/2024 _____

Exhibit A Grant Activities

A. Background

In the 21-23 biennium, the Oregon Eviction Diversion and Prevention (ORE-DAP) program (the “Program”) was launched as a part of an eviction prevention system of care being implemented by Agency statewide in response to legislative investments under Senate Bill 5561 and House Bill 5202. The intention of this planned system was to directly address increasing homelessness, housing instability, and evictions statewide in the wake of the lifting eviction moratoria ending September 30, 2020. Toward the end of the 21-23 biennium, additional investments were received under HB 5019, in response to the declaration of a homelessness state of emergency by the Governor.

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 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 Program. Objectives 2 and 3 will be accomplished utilizing other agreements. Agency may also deploy additional programs at its sole discretion to accomplish the above 3 goals. Each Recipient must prevent homelessness for a specific number of households as further described in this Agreement.

The homelessness state of emergency, tied to eviction prevention efforts, has been extended through January 10, 2025 under EO 24-02. HB 5019 funds supplement these efforts. In the 23-25 biennium, additional legislative investments were yet again received under SB 5511 and SB 1530 to continue to promote, foster, and fund the Program statewide. The intention of the Program is to prevent homelessness, making it a rare, and if experienced, a brief occurrence.

B. Grant Activities

1. Recipient must, and must cause and require its subrecipients by contract to, comply and perform all Grant Activities to the satisfaction of Agency, and in accordance with the terms of this Agreement.

2. Using an Agency provided template, Recipient must submit to Agency for Agency's approval, an implementation plan, budget, and confirmation of the number of households to be served for each Funding Source under this Agreement ("Implementation Report"). Recipient must incorporate into the Implementation Report all Agency input or requested changes and Agency's approval of each Implementation Report will be at Agency's sole discretion. Recipient must use the Grant Funds in accordance with Recipient's Agency-approved Implementation Report. Recipient must prevent homelessness for the specific number of households as outlined in the Implementation Report. Notwithstanding the foregoing, the Implementation Report attached to the Prior Agreement shall remain applicable to all Grant Funds provided from the HB 5019 Funding Source. Recipient must request and receive prior written approval from Agency for deviations from Recipient's approved Implementation Report. Agency may withhold such approval at its sole discretion.
3. Recipient must administer the Program in a manner satisfactory to Agency, including but not limited to the requirements set forth in the Agency's ORE-DAP Program Guidance Manual (as amended from time to time by Agency), Recipient's Implementation Report, and the following (all of the foregoing collectively referred to herein as the "Program Requirements"):
 - a. Conduct an initial evaluation to determine eligibility of applicants for Program services in alignment with Agency 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 identified in Program Requirements to ensure a systemic approach to eviction prevention.
 - c. Ensure that equitable 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 (BIPOC), farm workers, and Native Americans, who meet Program eligibility requirements. Recipient shall not target Grant Funds in any way that would violate any Fair housing Act or anti-discriminatory requirements.
 - d. Coordinate services and support with other programs and services that support tenants, including, but not limited to the local Multi-Agency Coordinating ("MAC") groups (if present) (defined as an Agency designated group for interagency management planning, coordination, and operational leadership to provide strategic coordination, identify resources, and manage goals), the Oregon Emergency Rental Assistance Program, the Oregon Eviction Defense Program, and other programs and services as outlined in Program Requirements and as available in the Recipient's service region.
 - e. Recipients within the geographic boundaries of Executive Order 23-02 or who coordinate with, or participate as part of, a local MAC group must 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 Grant Funds. Recipient must carry out all Grant Activities in alignment with MAC group goals and strategies.

- f. Utilization of Grant Funds to support households who have become homeless or are in need of rental assistance and move in assistance is allowable.

C. Program Data Collection and Reporting

1. Recipient must, and must cause and require its subrecipients 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 must, and must cause and require its subrecipients 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.
2. Recipients and their subrecipients 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.
3. Timely and accurate data entry is critical to ensuring meaningful data analysis. Recipient and subrecipients 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 Continuum of Care HMIS policies.
4. Required reports include:
 - a. Request for Funds. Requests for funds through the OPUS system must be submitted in alignment with the minimum and maximum spending targets and deadlines tied to each Funding Source, as communicated to the Recipient via email and restated in the Implementation Report. OPUS is the system of record for all spend-down determinations. A final request for funds must be submitted through OPUS for all expenses within 60 days of the end of each Performance Period. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days following the end of the Performance Period. Backup documentation for expenditures made from all other Allotments 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 an Agency-provided template 20 days following the end of each calendar quarter.
 - c. System Data. Recipient 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 20 days following the end of each month. These data may be used in published data visualizations (Tableau dashboards).

- d. Annual Report. Due 60 days following the end of each fiscal year (fiscal year end 6/30), Recipient must send an annual report to the Agreement Administrator (as mentioned in section 5.1) and in alignment with the requirements as outlined in the Agency's ORE-DAP Program Guidance Manual.
- e. Recipient must provide additional reports as requested by Agency.

D. Performance Measures.

Recipient must, and must cause and require its subrecipients 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. Percentage goal for the 23-25 biennium: 80% of program participants residing in permanent housing upon program exit. The attainment of this goal will be determined by HMIS data.
2. Increased housing stability for, at minimum, the specific number of households that are at risk of eviction or homelessness as outlined in the Recipient's approved Implementation Report(s).

Exhibit B Insurance Requirements

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, must 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). Recipient must require and ensure that each of its subrecipients, contractors, and subcontractors comply with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient must also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Recipient must 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 must require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE: **Required** **Not required**

Recipient must provide Automobile Liability Insurance covering Recipient'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**

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

If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the Professional Liability insurance coverage, or the Recipient must provide continuous claims made coverage as stated below

NETWORK SECURITY AND PRIVACY LIABILITY: **Required** **Not required**

Recipient must provide Network Security and Privacy Liability Insurance for the duration of the Agreement and for the period of time in which Recipient (or its business associates, subrecipients, contractors, 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**

Recipient must provide Directors, Officers, and Organization Liability Insurance covering the Recipient'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**

Recipient must provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of the Recipient. Coverage limits not 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. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

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

ADDITIONAL INSURED:

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

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

WAIVER OF SUBROGATION:

Recipient must waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient must 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 Recipient or the Recipient’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 Recipient must 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 Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and Agency's acceptance of all Grant Activities required under the Agreement, or
- (ii) Agency or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient must 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.

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	240 Health, Housing and Human Services
Name of Funding Opportunity:	Senate Bill 1530 Oregon Eviction, Diversion & Prevention (ORE-DAP) Program

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	R.E. ("Ari") Szego
Requestor Contact Information:	rszego@clackamas.us
Department Fiscal Representative:	Doug Green
Program Name & Prior Project #: (please specify)	SB1530 ORE-DAP (Oregon Eviction, Diversion & Prevention Program)

Brief Description of Project:

Current legislated funds under Senate Bill 1530 related to the Governor's Executive Orders on Housing and Homelessness (EO 23-02 and EO 24-02). Clackamas County receives an allocation / direct appropriation from Oregon Housing and Community Services. The related agreement and funds are separate from the Master Grant Agreement.

ORE-DAP provides short-term support so that individuals and families at risk of eviction can stay in their housing. ORE-DAP primarily provides housing financial assistance (rent assistance, rent arrearages, and utility assistance). Ideally, clients who participate in the ORE-DAP program achieve long-term stabilization in their housing as a result of wraparound support services and referral to additional resources.

Name of Funding Agency: Oregon Housing and Community Services (OHCS)

Notification of Funding Opportunity Web Address: n/a

OR

Application Packet Attached: Yes No

Completed By: R.E. Szego Date: 09/16/24

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	05/24/24
Announcement Date:	05/24/24	Announcement/Opportunity #:	SB1530 ORE-DAP
Grant Category/Title	EO 24-02, SB1530	Funding Amount Requested:	\$1,321,619.00
Allows Indirect/Rate:	Yes	Match Requirement:	None
Application Deadline:	N/A	Total Project Cost:	1,321,619.00
Award Start Date:	July 1, 2024	Other Deadlines and Description:	none
Award End Date	June 30, 2025		
Completed By:	R.E. Szego	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

Additional funding sources available to fund this program? Please describe:

CCSSD braids these funds with Metro Supportive Housing Services, which are limited to use within the Urban Growth Boundary, to support rural households in the County.

How much General Fund will be used to cover costs in this program, including indirect expenses?
none

How much Fund Balance will be used to cover costs in this program, including indirect expenses?
none

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed)	Date	Signature
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** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Brenda Durbin

9/23/24

Brenda Durbin

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson

Sep 25, 2024

Denise Swanson
Denise Swanson (Sep 25, 2024 17:58 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Sep 26, 2024

Elizabeth Comfort

Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.










SS-Lifecycle_Fund 240_Senate Bill 1530_OR EvDi&Prev A2 OHCS 7630-A2 ORE-DAP-Q

Final Audit Report

2024-09-26

Created:	2024-09-25
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvOj266d6F01j9QJYCxQoIaPrANFb6_4I

"SS-Lifecycle_Fund 240_Senate Bill 1530_OR EvDi&Prev A2 O HCS 7630-A2 ORE-DAP-Q" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-09-25 - 0:53:42 AM GMT- IP address: 198.245.132.3
-  Document emailed to dswanson@clackamas.us for signature
2024-09-25 - 0:55:49 AM GMT
-  Email viewed by dswanson@clackamas.us
2024-09-26 - 0:57:23 AM GMT- IP address: 45.149.150.55
-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2024-09-26 - 0:58:10 AM GMT- IP address: 198.245.132.3
-  Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2024-09-26 - 0:58:12 AM GMT - Time Source: server- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2024-09-26 - 0:58:14 AM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2024-09-26 - 1:06:09 AM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2024-09-26 - 3:22:23 PM GMT - Time Source: server- IP address: 73.164.132.109
-  Agreement completed.
2024-09-26 - 3:22:23 PM GMT