

March 20, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Local Subrecipient Grant Agreement with AntFarm for the acquisition of a property to become the Molalla Resource Center and for the provision of shelter services. Agreement Value is \$735,800 for 4 months. Funding is through Oregon Housing and Community Services. No County General Funds are involved.

Previous Board Action/Review	No previous board action.		
Performance Clackamas	1. This funding aligns with H3S's Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes. Amanda Keller	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing, and Human Services requests approval of a Subrecipient Agreement with AntFarm for the acquisition of a site in Molalla and for the provision of shelter services through the end of this fiscal year. The site being acquired will become a Resource Center, serving as the entry point to be used as a front door for an emergency shelter program.

Clackamas County has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and support that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the State of Oregon, Oregon Housing and Community Services Department ("OHCS") Intergovernmental Grant Agreement 8203, Senate Bill 5511.

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

For Filing Use Only

To further the goal of supporting resource centers, the County issued a notice of funding opportunity (“NOFO”) on or about August 28, 2023.

AntFarm is a nonprofit 501(c) (3) organization whose mission is to inspire, motivate, and empower the community to develop and implement solutions to homelessness in Clackamas County. AntFarm was awarded a grant from the NOFO to establish a resource center in the City of Molalla. AntFarm envisions a shared space where local service providers, public safety officials, health care professionals, faith-based organizations, educators, and governmental agencies can come together under one roof to address the systemic issues of homelessness collaboratively.

AntFarm’s program will be implemented in three phases. Phase I focuses on the acquisition of a property and the provision of 20 beds of shelter for 4 months. Phase II will focus on improvements to the purchased site, and Phase III will focus on the ongoing provision of supportive services to households needing wrap-around housing assistance. This contract is for only Phase I activities of this project, and future contracts will be needed for Phase II and III activities.

This Phase I agreement provides a total of \$735,800.00 in funding, which includes \$685,800 for the purchase of the Resource Center property site and \$50,000 for providing emergency shelter services through the end of the current fiscal year. It is funded through the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511 funds. No County General Funds are involved.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve the Subrecipient Agreement (11636) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,



Mary Rumbaugh
Director of Health, Housing and Human Services

CLACKAMAS COUNTY
LOCAL SUBRECIPIENT GRANT AGREEMENT –H3S #11636

Program Name: **AntFarm Molalla Resource Center**

Program Number:

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative:	Program Representative:
Jeni Tubbs - Director of Finance	Two Foxes Singing 39140 Proctor Blvd Sandy, Oregon 97055 503-668-9955 nunpa@AntFarmyouthservices.com

RECITALS

1. The COUNTY has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and support that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511.
2. The COUNTY’s identified system navigation and access coordination as a priority investment area. Consistent with this stated priority, the COUNTY seeks to support community partners in the siting of service-enriched resource centers: access points to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can be connected with permanent housing opportunities; can access supportive services to address housing barriers, including addiction and recovery services, physical and behavioral health services, and employment services; and can enroll in public benefits. When operating as navigation centers, they may also offer immediate access to safety off the streets and overnight shelter. As service

access points, resource centers often provide space for a variety of community based organizations that provide these services to enroll program participants, meet with clients, and/or directly deliver programs and services.

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

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on June 30, 2026, unless sooner terminated or extended pursuant to the terms hereof, with the option for three (3) additional one (1) year renewals subject to mutual agreement of both parties. Eligible expenses for this Agreement may be charged during the period beginning January 10, 2024, and until the date of the termination of this Agreement (“Eligible Expenditure Period”), subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration of the Eligible Expenditure Period.
2. **Program.** The Program (“Program” and “Work”) is described in Exhibit A: Subrecipient Scope of Work & Performance Reporting, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to perform the work required to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of Clackamas County and the State of Oregon that are the source of the grant funding and other required information in Exhibits A-H, further identified in Section 15 below. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, regional, State, or Federal agencies providing funding for

performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and to execute and deliver any and all necessary written instruments, to perform under this Agreement, including, but not limited to, executing all additional documentation necessary to comply with applicable funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement consists of supportive housing service funds received through the State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 8203, Senate Bill 5511. The maximum not-to-exceed grant amount COUNTY will pay SUBRECIPIENT is \$735,800.00 for phase one, as described in Exhibit A. Grant funds will be distributed in three phases. During the first phase COUNTY will pay an advance of a fixed unit grant in the amount of **\$735,800.00**, of which **\$685,800.00** will be used by SUBRECIPIENT for property acquisition, as further described in Exhibit A. Additionally, after acquisition, SUBRECIPIENT will utilize the property to provide front door shelter services, as further described in Exhibit A. SUBRECIPIENT must use **\$50,000** to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

This program will be continued through the second and third phases with additional requirements and appropriated funds as they become available, and will only be approved upon issuance of a financial or fiscal amendment to this Agreement or as a new contract, on such additional terms and conditions as required by COUNTY.

The COUNTY's obligation to provide SUBRECIPIENT with grant funding is conditional upon compliance with the terms and conditions contained herein, and disbursements will be made in accordance with the requirements contained in Exhibits B: Subrecipient Program Budget, and C: Required Financial Reporting and Payment Request. Failure of SUBRECIPIENT to comply with the terms of this Agreement may result in withholding of payment, a requirement to return funds, or any other right or remedy available to COUNTY under this Agreement, at law, or in equity. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination of the Eligible Expenditure Period described in Section 1 if award conditions are not met.

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

- c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT;
- d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose;
- e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement; or
- f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that it has received a sufficient distribution of funds pursuant to the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement. Additional grants or funding sources may become available to complete phases two and three of this Program.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **State Procurement Standards**

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

outlined below:

\$0-\$5,000	Direct Procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award contract on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quote or other appropriate form of solutions, award contract on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among SUBRECIPIENTs that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENTs that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

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

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

activities.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the COUNTY governing body.
- b. **Indemnification.**
 - i. SUBRECIPIENT agrees to indemnify, defend, save and hold harmless COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State, or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - ii. SUBRECIPIENT agrees to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims. Any defense obligations to the Indemnitee are subject to compliance with applicable provisions of ORS Chapter 180.
- c. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage

- paid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier (such as Federal Express); or (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f. **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - i. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - j. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - k. **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
 - l. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
 - m. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
 - n. **Successors and Assigns.** The Agreement shall be binding on and insure to the benefit of the heirs, successors, and assigns of each party, provided that written consent it obtained from the other party.

14. **Recording Requirement.** SUBRECIPIENT shall execute and record, or cause to be recorded, the Regulatory Agreement attached hereto as Exhibit H within thirty (30) days after execution of this Agreement. SUBRECIPIENT shall provide County proof of recordation of the Regulatory Agreement together with a copy of a title insurance policy showing that (1) SUBRECIPIENT has acquired the Property, and is the sole title holder of the Property; and (2) title to the Property is free and clear of all liens and encumbrances other than the Regulatory Agreement and those encumbrances specifically approved by COUNTY.

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

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

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

CLACKAMAS COUNTY

ANTFARM

By: _____

By: 2 Foxes Singing


Its: _____

Its: Executive Director

Dated: _____

Dated: 3/6/2025

Approved to Form

By: 
County Counsel

Dated: 3/6/2025

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

PROGRAM NAME: Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	

Introduction

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

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

Program Objectives

The project (“Project”) is the acquisition, construction, and operation of a Resource Center for purposes of providing supportive services within rural Clackamas County to individuals who are, or are at risk of, experiencing homelessness. “Supportive services” includes homeless prevention, support services, transition and placement services, in-reach, basic survival support, mental health services, intervention and addiction services, physical health services, short and long-term rent assistance, eviction prevention, financial literacy, employment, job training and retention education, peer support services, workplace support, benefits, navigation and attainment, landlord tenant education, fair housing advocacy, shelter services, bridge/transitional housing placement, discharge intervention, and other support housing services that stabilize people experiencing homelessness and housing instability, as further described in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511.

During Phase I of this Project, COUNTY shall award funds to SUBRECIPIENT to assist in acquisition of the property located at 106 E 2nd Street, Molalla, Oregon 97038 (“the Property”). In addition, SUBRECIPIENT must use the funds to increase shelter capacity with a goal of adding

approximately 20 year-round emergency shelter beds by the expiration date of this Agreement. This will be accomplished initially by using the acquired turn-key property as a front door resource center for individuals seeking shelter assistance.

Phases II and III will consist of upgrading the structure located at 106 E 2nd Street, Molalla, Oregon 97038, and subsequent provision of supportive housing services to vulnerable populations.

The Molalla Resource Center will utilize the 4,495-square-foot building to create a comprehensive service hub. The center will emphasize housing support, employment readiness, and emergency relief, addressing the vocal need for resource accessibility in the community. Service delivery is anticipated to begin early FY 2025-26. Ongoing operating funds will be covered by a continuation of homeless services funding originally allocated in SB 5511 or other grants as they become available.

This project will be composed of three phases. Phase I: acquisition of the main site at 106 East 2nd Street, Molalla, OR 97038, and provision of emergency shelter services. Phase II: construction and infrastructure adjustments for the Main site. Phase III: Provision of wrap around housing services.

Phase I activities are described below.

Phase I

Acquisition of Site: The Main Site is located at 106 East 2nd Street, Molalla, OR 97038. It is a 4,495-square-foot building, with a large area upstairs, a full basement, a commercial kitchen and several ADA bathrooms. The building is well suited for a community Day and Resource Center and can easily be used for Cooling and Warming Centers. This is a turn-key purchase. As a key aspect of Community Engagement, outreach, and resource development, this site will serve homeless and households at risk of eviction due to employment concerns and will provide access to employment services.

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

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

COUNTY will provide grant funds in the amount of \$685,800.00 to be used by SUBRECIPIENT for acquisition costs to acquire the Property for the purpose of opening and maintaining a Resource Center

to provide supportive services for people experiencing, or at risk of experiencing, homelessness. Acquisition of the Property must occur within ninety (90) days of execution of this Agreement.

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

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

Project requirements:

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

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

SHELTER SERVICES SCOPE

SUBRECIPIENT will provide supportive services to households staying in approximately but not more than **20** hotel/motel-based emergency shelter units. SUBRECIPIENT’s shelter model will incorporate provision of safe sheltering, access to resources, reduction of housing barriers, partnering with housing and community agencies, and connecting participants to mainstream services and transitional and permanent housing. SUBRECIPIENT will participate in or facilitate “warm hand off” of housing navigation and/or rental assistance resources.

This program will work with the Clackamas County Housing Services Team (HST) Navigation (NAV), Outreach and Engagement (O&E), Safety off the Streets (SoS), and Supportive Housing Case Management (SHCM) Program Planners. Engagement, problem solving, connection to community resources, warm hand offs, and re-location assistance and support will be included in this scope of work as needed.

All referrals for this program will come from the resource center, Coordinated Housing Access (CHA), street outreach programs, and through coordination with HST staff and the by-name list (BNL). Shelter beds must be prioritized for the people with the highest safety and health vulnerabilities (and their household members). SUBRECIPIENT will work with the HST to establish and/or approve prioritization policies.

Housing First Aid/diversion, a client focused minimal intervention approach, will be meaningfully attempted with each participant; Housing First Aid/diversion training will be provided by the Housing Services Team (HST). Providing CHA screenings, assisting with by-name list (BNL) efforts, and collecting information for the Built for Zero initiative are required as a shelter provider. Built for Zero (BFZ) is a national initiative led by Community Solutions of which Clackamas County is a participant, and through which Community Solutions provides technical support to the County in developing quality by-name data on people experiencing homelessness and local collaboration efforts dedicated to ending homelessness locally.

The shelter program will be time-limited, working toward a goal of moving participants to safe, stable housing resources within an average of 45 days from move-in. While 45 days is the goal, there may be extenuating circumstance in which a participant(s) may need to stay longer. Families will not be separated unless they choose to shelter separately. Children residing in shelter will receive assistance attending former or neighborhood school. Emergency shelter programs must provide a place to stay 24 hours/day, 365 days a year. All shelter programs will be connected to or partner with housing navigation and placement services, long-term supportive housing case management, and rental assistance to connect participants with and help maintain permanent housing. HST will facilitate connections, as needed.

SUBRECIPIENT must provide connections to housing navigation and supportive housing case management services, rental assistance resources, complete CHA screening, and all required Homeless Management Information System (HMIS) data entry

Services offered by SUBRECIPIENT must be voluntary for participants and must be based on participants' stated needs and preferences. However, SUBRECIPIENT may set policies and expectations for participants to follow when accessing a shelter program. Follow available HST guidance and policy for non-engagement or program exit. When exit to a housing resource is not an option, please connect individual to available outreach or other safety off the streets resources if available. Ensuring the safety of individuals staying in the shelter program and those exiting to a non-housing resource is a key responsibility of the SUBRECIPIENT.

On-site amenities must include and easily accessible, but are not limited to:

- Access to telephone, computer, and internet
- Toilets, showers, and hygiene supplies

- Laundry facilities
- Storage for belongings

SUBRECIPIENT will provide all services reasonably necessary to run the Program. These services include, but are not limited to:

- Direct staff support for securing food, transportation, and other basic services for households in approximately but not more than **20** non congregate shelter units.
- Shelter intake/CHA assessment completion.
- Housing First aid/shelter diversion.
- Work with each participant to obtain appropriate documents to access housing, employment, and other needed services, considering the needs of immigrant populations.
- Individualized resource referral and connection, including mental and physical health, as needed.
- Provide at minimum weekly check-ins with households residing in the hotel and motel-based shelter. More frequent, if possible, to ensure safety of participants staying in program.
- Interface with hotel owners during occupancy to resolve any misunderstandings or disagreements between owners and occupants. Contact HST staff for additional facilitation or support.
- In partnership with navigation SUBRECIPIENTs, assist in addressing housing barriers, needs, and preferences of participants. Including completion, submission, and tracking of housing documents or applications.
- Develop a process in coordination with HST, to follow up with households exiting shelter programs to homelessness. Assure adequate connections to services after program exit.
- If participant is unable to shelter semi-independently, support timely transition to higher level of care or long-term residential treatment programs.
- Support participants in self-advocacy efforts and identify opportunities to add participant voice to policy discussions.

In addition to the above, SUBRECIPIENT agrees to accomplish the above work under the following terms:

- Staffing minimums at hotel sites, at least 1 staff available at each site. With information on after hours contact options clearly visible to participants.
- Open shelter beds must be accessible on weekends and holidays.
- Comply with all relevant health, fire and life safety codes from the local fire marshal and the jurisdiction with permitting authority.
- Have rules to ensure a safe environment for all staff and clients. These rules must be in plain language and as streamlined as possible. See program coordinator for additional policy support.
- Shelters may not categorically exclude persons fleeing domestic violence.
- SUBRECIPIENT will document and certify eligibility of each adult household member as either Population A or Population B.
- May not require shelter guests to be clean and sober or pass urinalysis or breath testing. However, shelters may have rules disallowing alcohol or drug possession or use on shelter premises. Additionally, shelters must incorporate harm reduction into their service delivery.
- Actively participate in trainings, coordination, case conferencing and other meetings as required

by HST.

- All uses of flexible funds for client services must adhere to the Clackamas County Supportive Housing Services Flexible Funding Use Guidelines provided by the COUNTY.

Shelter Services Goals and Benchmarks

Outcome	Goal	Data Source
Data.completeness	95% of data quality across all HMIS data elements within 10 business days of entry	HMIS
Data Accuracy	95% of changes in participant status updated in HMIS within 10 days, including updating program entries, exits, annual review, status changes and entering case managers	HMIS
Housing First Aid/Diversion	At least 10% of those referred to or seeking shelter are provided with Housing First Aid to find other safe, temporary shelter or long-term options, diverting them from entering the shelter.	HMIS
Effective Services	Average length of program participation below 90 days, with a goal to reduce to 45 days. Average time from entry to connection to housing resource within 30 days.	HMIS HMIS
Ending Homelessness	At least 75% of households enter to a permanent or transitional (more than 90 day stay) housing option after engaging with SUBRECIPIENT	HMIS
System Coordination	Attend 90% percent of meetings. Program specific staff will attend and engage in relevant/required meetings. See Monthly HST calendar for guidance.	Virtual attendance report (ex. Zoom or Teams app) /Sign in sheets

Benchmarks and Timeline:

1. Hire 100% of staff within 90 days of Contract execution
2. Complete HMIS training for at least one staff member within 90 days of Contract execution
3. All program staff to complete Housing First Aid/Diversion training within 180 days of Contract execution.
4. Submit SUBRECIPIENT program manual and grievance policy within 180 days of Contract execution. Grievance policy must be provided to all clients at intake and as requested.
5. Staff complete RLRA training and attend an RLRA Orientation within 30 days of being hired
6. Staff will participate in BNL Case Conferencing within 30 days of being hired
7. Staff providing support/case management should attend trainings appropriate to their program type as required by the program model. I.e. Motivational Interviewing, Assertive Engagement, Fair Housing, Mental Health First Aid, Mandatory Reporting.

The program must work toward meeting the goals, follow the timeline, and meet each benchmark above, as indicated.

Unmet benchmarks and lack of progress toward meeting goals will result in the following progressive action:

1. First time missing a benchmark/not making progress on goals
 - a. Monitoring meeting with HST to identify barriers and possible solutions
2. Second time missing a benchmark/not making progress on goals
 - a. Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
3. Third time missing a benchmark/not making progress on goals
 - a. Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HST will use HMIS and training enrollment data to verify benchmark achievement. SUBRECIPIENT is expected to notify HST through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

HST Benchmark and Timeline responsibilities

1. Incorporate and adhere to the guiding principles and expectations set forth below
2. Adhere to all applicable Fair Housing laws
3. Support SUBRECIPIENT in creating policy manual, if needed
4. Provide HMIS access, training, and support
5. Provide connections to CHA and Housing First Aid/diversion training
6. Coordinate, support, and/or facilitate provider meetings, including case conferencing meetings, as needed
7. Connect all Contracted programs with the overall system of services for people experiencing homelessness
8. Support both formal and informal partnerships between provider organizations, including those newly formed
9. Facilitate connections to broader systems of care, including but not limited to:
 - a. Housing
 - b. Workforce
 - c. Education
 - d. Foster care
 - e. Department of Human Services
 - f. Domestic Violence
 - g. Community corrections
 - h. Healthcare, both physical and mental
 - i. Substance use treatment
 - j. Peer Support
10. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
11. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
12. Assist with program access prioritization, as needed
13. Incorporate participant voice in programming decisions

14. Maintain effective working relationships with SUBRECIPIENT
15. Attend training and community/systems meetings
16. Provide or assist with creation of necessary participant/program forms
17. Support SUBRECIPIENT in identifying and re-matching households that either need a lower or higher level of service than originally anticipated. Re-matching may happen within contracted provider programs or across SUBRECIPIENT.
18. Coordinate with SUBRECIPIENT to participate in by-name-list case conferencing meetings
19. Apply the process as outlined in the Benchmark section described above

Reporting Requirements

SUBRECIPIENT Reporting Responsibilities:

1. As a condition of use of HMIS online system, SUBRECIPIENT agrees to all terms and conditions contained in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511 (Exhibit F), notices on the HMIS site, or other directives by OHCS regarding use of HMIS site. SUBRECIPIENT agrees to not use HMIS for any unlawful purpose.
2. SUBRECIPIENT must enter all appropriate and necessary data into the Homeless Management Information System (HMIS), or any other OHCS-approved system designated by OHCS (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by OHCS. Exceptions are only allowed with prior written approval by OHCS.
3. SUBRECIPIENT hereby grants OHCS 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 OHCS directly or indirectly resulting from this Agreement. SUBRECIPIENT also shall use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
4. SUBRECIPIENT understands and agrees 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. OHCS 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 SUBRECIPIENT’s risk. SUBRECIPIENT hereby accepts the risk of its use of the Sites.
5. Adhere to all data reporting requirements stated in this scope, including HMIS data entry
6. Work with HST to continually improve performance targets
7. Conduct post-program-exit follow-up assessments at 6-month post-exit
 - a. Enter the results into HMIS
8. Prepare an annual participant feedback report
9. Submit to monitoring for Contract compliance

HST Reporting Responsibilities:

1. Work with SUBRECIPIENT to sign the HMIS agreement provided by the COUNTY, train SUBRECIPIENT, communicate, and collect HMIS data entry, in compliance with the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental

Grant Agreement 8203, Senate Bill 5511, Section 9. Online Systems.

2. Work with SUBRECIPIENT to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
3. Assist with achieving desired program outcomes and improving those outcomes
4. Communicate with SUBRECIPIENT in a timely manner when additional data metrics are determined
5. Work with SUBRECIPIENT to continually improve on performance targets
6. Work with SUBRECIPIENT to identify strengths and weaknesses apparent in programming through data
7. Review and identify strengths and weaknesses from participant feedback report with SUBRECIPIENT
8. Monitor for Contract compliance

SUBRECIPIENT will be required to follow all County policies including, but not limited to, the following:

- CHA/RLRA Referral Process
- Flexible Funding Use Guidelines
- Graduation Protocol
- Transfer Policy
- Non-Engagement Policy
- Housing First Policy
- RLRA Action Plan Policy
- Progress Notes Policy

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: AntFarm Molalla Resource Center	H3S #11636
SUBRECIPIENT: AntFarm	
PHASE I: Total Agreement Value for Phase I is \$735,800.00. \$685,800.00 capital funds for the acquisition of the Project Site; and \$50,000.00 for provision of shelter services through June 30, 2025.	

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

Phase I funds for the acquisition of the Project Site will be wired by COUNTY directly to escrow to facilitate closing on the Property. SUBRECIPIENT must provide COUNTY with closing instructions and/or any other information needed to make payment(s) necessary to close no less than 72 hours before payment deadline. SUBRECIPIENT is responsible for all costs necessary to acquire the Property in excess of \$685,800.00.

The total amount for Phase I is \$735,800.00 (\$685,800.00 for the acquisition of the property and \$50,000.00 for the provision of emergency shelter services). The emergency shelter services amount of \$50,000.00 will be provided to SUBRECIPIENT as a one-time advancement.

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

The parties may agree in Phase II and Phase III amendments to this Agreement, or in a new contract, to permit reimbursement of such costs, if any.

Required Financial Reporting and Payment Requests for subsequent phase(s) of funding will be incorporated, as needed, through amendment to this grant agreement, or in a new contract.

EXHIBIT D
General Administrative Requirements and Terms & Conditions

1. **Status**

a. COUNTY has determined:

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

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

- a. **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources of documentation for all costs incurred.
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 30 days.
- c. **Program Income.** Program Income is income to SUBRECIPIENT that is generated from the use of State of Oregon, Oregon Housing and Community Services Department (OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511 funds, or additional funds as appropriated for continuation of this program. Program Income may include, without limitation, proceeds from rent or lease of real or personal property acquired with such funds, or other source generating program income, including lease of all or a portion of the Property, SUBRECIPIENT shall report receipt of all Program Income and must be used for the purposes and under the conditions of this Agreement.
- d. **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- e. **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- f. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the eligibility period.
- g. **Reserved.**

- h. **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- i. **Reserved.**
- j. **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of the eligibility period of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k. **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.
- l. **Reserved.**
- m. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, except for expiration of the thirty (30) year Regulatory Agreement term. SUBRECIPIENT must satisfy all obligations incurred under this award and must submit all financial, performance, and other reports as required by the COUNTY, no later than 90 calendar days after the end of the eligibility period of this Agreement (January 10, 2024, through June 30, 2026).
- n. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, or its duly authorized representatives, shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- o. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a period of thirty (30) years, or such longer period as may be required by COUNTY or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- p. **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for use of State of Oregon, Oregon Housing and Community Services Department ("OHCS"), Intergovernmental Grant Agreement 8203, Senate Bill 5511 funds, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

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

4. Remedies

- a. **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring the return or repayment of any funds used by SUBRECIPIENT in violation of this Agreement including, but not limited to, failure to acquire the Property or complete the Project by the dates set forth herein; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, specific performance, declaratory, or injunctive relief; (7) in the event SUBRECIPIENT fails to execute an

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

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

5. Compliance with Applicable Laws

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

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

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

6. **Dispute Resolution.**

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

EXHIBIT E
SUBRECIPIENT INSURANCE REQUIREMENTS

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

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

2. **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

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

3. **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

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

4. **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option,

may require a complete copy of the above policy.

5. Abuse and Molestation Clause.

Required by COUNTY NOT Required by COUNTY

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

6. Property Insurance

Required by COUNTY NOT Required by COUNTY

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

7. Pollution Insurance

Required by COUNTY NOT Required by COUNTY

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

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

9. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

10. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
11. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
12. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
13. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
14. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

EXHIBIT F
Funder-Specific Program Requirements

State of Oregon, Oregon Housing and Community Services Department (“OHCS”), Intergovernmental Grant Agreement 8203, Senate Bill 5511, attached hereto and incorporated herein, requires that SUBRECIPIENT utilization of the acquired property be for the purposes listed below.

SUBRECIPIENT shall use Grant funds for shelter services and infrastructure, hygiene services and homeless outreach. Allowable uses of the funds are:

Consistent with the Plan as well as any applicable Notice of Allocation (“NOA”), Grant Funds may be utilized for the following purposes:

1. Acquisition, construction, conversion, or rehabilitation of shelters that sustain the shelter beds created through HB 5019 funds, in accordance with the terms of this Agreement, including but not limited to Sections 2(F) and 2(G) of this Exhibit A.
 - a. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - b. **Conversion** means changing the function of a piece of property from one use to another.
 - c. **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
2. Shelter operations, services and supports for shelter beds that sustain capacity as determined in accordance with the terms of this Agreement.
3. Street outreach services, including housing navigation and placement services.

Intergovernmental Grant Agreement
Senate Bill 5511: Sustaining Efforts of Executive Order 23-02 Oregon’s Emergency
Homelessness Response
Agreement No.8203

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

Recitals:

- A. This agreement is funded with: Funding from Senate Bill (SB) 5511 has been allocated to continue to build upon the initial investments made from House Bill (HB) 5019 (2023 which, among other things, was allocated to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and for the administration of support relating to the initiatives.
- B. Recipient is willing to execute this Agreement to obligating itself to comply with the terms and conditions hereof and to fulfill its obligations in a manner complementary to and in furtherance of the obligations arising from and contained within this agreement.

Agreement:

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the Parties as follows:

1. Incorporation

- a. The foregoing recitals are incorporated herein by reference. However, the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
- b. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

(1) Exhibit A: Grant Activities

There are no other documents unless specifically referenced into this Agreement.

- c. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence’s shall control. The documents comprising this Agreement shall be in the following order of precedence: this Agreement less exhibits, Exhibits A and B. Agreement No. 8203

- 2. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$1,850,000.00. Agency will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. Agency will disburse the grant to Recipient as described below.

3. Activities to be Performed:

- i. Recipient shall perform the activities described in Exhibit A, Activities (the “Activities”) in accordance with the terms and conditions of this Agreement and all applicable laws. Recipient must perform its obligations hereunder efficiently, effectively, and within applicable Agreement timeframes, to the satisfaction of Agency. All references to “days” in this Agreement shall mean calendar days.

4. Effective Date and Duration

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients’ performance of the program described in Exhibit A shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. Agreement termination shall not extinguish or prejudice Agency’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

5. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

- a. On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) within the areas that were included within the emergency declaration as determined by Agency. CoCs were required to complete and submit for approval of a Community Plan that outlines the specific strategies and commitments to accomplish the goals (“the Plan”). Although CoCs will not be held to the specific goals and milestones within their Plan, it will still be used as a framework. Agency supported such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:
 - i. Prevent homelessness for 8,750 households statewide;
 - ii. Agreement No. 8203
 - iii. Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
 - iv. Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency deployed Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

- b. Additionally, Agency has received funding from Senate Bill (SB) 5511 to continue to build upon the initial investments made from House Bill (HB) 5019 (2023) to ensure that shelters, outreach positions and other Program related functions continue to receive funding are. SB 5511 provides for continuity of operations by funding services related to the following

aspects of the Plan:

- i. Operational costs of maintaining shelter beds created utilizing HB 5019 funding;
 - ii. The Costs related to maintaining landlord engagement and supports; as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB 5019; and
 - iii. Costs to maintain local service provider staffing related to outreach and navigation to shelter.
- c. All references to “days” in this Agreement shall mean calendar days.

6. Authorized Expenses:

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced in this Agreement (“Authorized Expenses”), but not to exceed **\$1,850,000.00** (the “Grant Funds”), as follows:

- a. Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$1,850,000.00** following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 10, 2024 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 6.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will control.

7. 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.

8. Authorized Representatives

8.1 Agency’s Authorized Representative

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

8.2 Recipient Information and Certification.

Adam Brown
2051 Kaen Road
Oregon City, OR 97045
abrown@clackamas.us

8.2.1 Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in Section 5.2. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient’s employees and agents connected with the program(s) funded with this Agreement or engaged in performance of work under this Agreement are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
[https://www.treasury.gov/resource-center/sanctions/SDN- List/Pages/default.aspx](https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx);
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

9. Online Systems

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.
- 9.5** 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.
- 9.6** 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.

10. 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.

11. Amendments

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

12. 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 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 reasonable discretion, 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.

13. 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.

14. 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.

15. Compliance with Law

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

16. Contribution

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. Recipient Default

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

17.1 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

17.2 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

17.3 Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

18. 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.

19. Remedies

19.1 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, (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 this Agreement or setoff, or both.

All of the above remedies in this Agreement 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.

19.2 Prior to any termination of this Agreement by Agency, 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 this Agreement 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 herein 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.

19.3 In the event Agency is in default under any section of this agreement, 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 Agreement, Recipient shall promptly pay any excess to Agency.

20. Recovery of Overpayments; Withholding of Funds

20.1 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 Agreement No. 8203

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.

20.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its reasonable 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.

21. Termination

21.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

21.2 Agency may terminate this Agreement as follows:

21.2.1 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;

21.2.2 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;

21.2.3 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 this Agreement; or

21.2.4 As otherwise expressly provided in this Agreement.

21.3 Recipient may terminate this Agreement as follows:

21.3.1 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; or

21.3.2 Immediately upon written notice to Agency, if Recipient fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Recipient's reasonable administrative discretion, to perform its obligations under this Agreement.

21.4 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.

22. Insurance

22.1 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).

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

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

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

22.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

23. 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.

Agreement No. 8203

24. 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.

25. 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 this Agreement, or to such other addresses as either Party may indicate. 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.

26. 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.

27. 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.

28. 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.

29. Subcontracts

Agreement No. 8203

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.

30. 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.

31. 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.

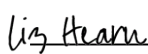
[Signature Pages Follow]

32. 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 Oregon Housing and Community Services Department

DocuSigned by:  <small>BD38F6E9670F452</small>	5/22/2024
OHCS Designated Procurement Officer or delegate	Date

DocuSigned by:  <small>E8F1A4EC6E284C1...</small>	1/10/2024
Agreement Contract Administrator	Date

Local Government

DocuSigned by:  <small>E8F1A4EC6E284C1...</small>	5/13/2024
Local Government	Date

Approved for Legal Sufficiency in accordance with ORS 291.047

<u>Joseph Callahan, AAG</u>	4/16/2024
	Date

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. Through the passage of House Bill 5019 (2023) by the Oregon Legislative Assembly, resources were delivered to local emergency response regional planning bodies, including Continuums of Care (“CoC”) within the areas that were included within the emergency declaration as determined by Agency. CoCs were required to complete and submit for approval of a Community Plan that outlines the specific strategies and commitments to accomplish the goals (“the Plan”). Although CoCs will not be held to the specific goals and milestones within their Plan, it will still be used as a framework. Agency supported communities in deploying funds, in a coordinated effort to accomplish the following objectives:

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

Agency deployed Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

Additionally, Agency has received funding from Senate Bill (SB) 5511 to sustain the initial investments made from House Bill (HB) 5019 (2023) to ensure the shelters, outreach positions and other aspects of the Program are continually funded under the Program. SB 5511 will provide for the continuity of operations funding for services related to the following aspects of the Plan:

- A. The operational costs of maintaining shelter beds created utilizing HB 5019 funding;
- B. The costs related to maintaining the landlord engagement and supports, as well as services related to block leasing arrangements to help maintain unit access for people rehoused through HB 5019; and
- C. Maintenance of local service provider staffing related to outreach and navigation to shelter.

2. Grant Activities.

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for HB 5019 funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response

Plan (“Plan”) to Agency that specifies, among other things: current (at time of submission) local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing

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stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan was included within the HB 5019 Agreements as Exhibit B in those agreements. This new Agreement will support the continued sustainability of what was set forth in those plans. The Plan along with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.

- B. Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.
- C. Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.
- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

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

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

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

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

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

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- Other Federal Statutes include:
 - Runaway and Homeless Youth Action (42 U.S.C. 5701 et seq.);
 - Head Start Act (42 U.S.C. 9831 et seq.);
 - Subtitle N of the Violence against Women Act of 1994 (42 U.S.C. 14043e et seq.) (VAWA);

- Section 330 of the Public Health Service Act (42 U.S.C. 254b);
- Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);
- Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786); and
- Subtitle B of title VII of the McKinney-Vento Act (42 U.S.C. 11431 et seq.)

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

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

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND
- Lacks the resources or support networks to obtain other permanent housing.

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

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

- Shelter, Unit Access, and Street Outreach Client Eligibility Criteria:
 - Household must meet one the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**

- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

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

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

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

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

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

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

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;

- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and
- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan.

Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity sustained in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

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

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

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

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

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

- i)** Acquisition, construction, conversion, or rehabilitation of shelters that sustain the shelter beds created through HB 5019 funds, in accordance with the terms of this Agreement, including but not limited to Sections 2(F) and 2(G) of this Exhibit A.
 - (1) Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - (2) Conversion** means changing the function of a piece of property from one use to another.
 - (3) Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii)** Shelter operations, services and supports for shelter beds that sustain capacity as determined in accordance with the terms of this Agreement.
- iii)** Street outreach services, including housing navigation and placement services.
- iv)** Sanitation services.
- v)** Unit access services, including landlord engagement and block-leasing strategies for people exiting homelessness. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi)** For all clients re-housed utilizing Grant Funds, Recipient was required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii)** Administrative costs up to the limit outlined in the Plan including, but not limited to:
 - (1)** Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2)** General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3)** Board expenses (excluding meals);
 - (4)** Planning and implementation of MAC group infrastructure;

- (5) Organization-wide membership fees and dues specific to the Program;
- (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
- (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

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

3. Program Specific Reporting.

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

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

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

- A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B. Monthly Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.
- C. Biannual System Performance Measure Reports (SPMs) for the CoC and for Emergency Order funded

projects (Reporting Group) are due 20 days following the end of each month. These are “canned” reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

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- D. Requests for funds through the OPUS system must be submitted within 60 days of the end wof each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- E. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.
- F. Recipient shall provide additional reports and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

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

- A. Increased outreach contacts and increased percentage of “engaged” outreach participants, as defined by the HUD HMIS Data Standards.
- B. Number of, and the increase of landlords who participate in unit acquisition and block leasing.
- C. Percentage of individuals or households exiting shelter who are exiting into a permanent housing placements. Agency and Recipient to collectively determine the goal percentage rate for Recipient’s individual CoC.
- D. Data entry completeness and timeliness, in accordance with local CoC Data Quality Plans and HUD HMIS Data Standards.

5. Restrictive Covenants for Shelter Facilities

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

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient’s expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants

shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

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Restrictive Use Period

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

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

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

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

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

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

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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

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

State of Oregon
Oregon Housing and Community Services Department
Senate Bill 5511: Sustaining Efforts of Executive Order 23-02
Oregon’s
Emergency Homelessness Response
Intergovernmental Grant
Agreement Amendment No. 1

This is Amendment No. 1 (“Amendment 1”) to Grant Agreement No. 8203, dated May 22, 2024 (the “Agreement”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Agency”), and **Clackamas County**, an Oregon local government entity, (“Recipient”), each individually a “Party”, and collectively the “Parties”.

RECITALS

2. The purpose of this Amendment 1 is to provide additional funding to Recipient to increase the number of emergency shelter beds as described herein.
3. Funding Source: SB 5511

Funds The Parties agree as follows:

AMENDMENT

The Agreement is hereby amended as follows effective upon signature by all parties and approval required by law (“Amendment 1 Effective Date”). New Language is indicated by **bolding and underlining** and deleted language is indicated by ~~**bolding and striking**~~ unless a section is replaced in its entirety:

1. Amend Section 2, entitled Grant Disbursement Generally, as follows:
 2. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **identified in Section 6 of the Agreement (“Grant Funds”) – \$1,850,000.00**. Agency will not disburse ~~g~~**Grant Funds** to Recipient in excess of the not-to-exceed amount and will not disburse ~~g~~**Grant Funds** until this Agreement has been signed by all ~~p~~**Parties**. Agency will disburse the ~~g~~**Grant Funds** to Recipient as described below.
- C. Amend Section 6, entitled Authorized Expenses, as follows:

6. Authorized Expenses

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced in this Agreement (“Authorized Expenses”), but not to exceed ~~\$1,850,000.00~~ \$3,250,000 (the “Grant Funds”), as follows:

~~a.6.1~~ Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount identified in Section 6 of the Agreement of \$1,850,000.00 following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from January 10, 2024 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 6.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will control.

D. Amend Exhibit A, Section 2 (Grant Activities), subsection A as follows:

A. Regional Unsheltered Homeless Emergency Response Plan. Prior to eligibility for HB 5019 funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current (at time of submission) local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan was included within the HB 5019 Agreements as Exhibit B ~~in those agreements~~. This new Agreement will support the continued sustainability of what was set forth in those plans. The Plan along with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement. In addition to the Grant Activities described in the Agreement, Recipient must use the funds added by this Amendment 1 to increase shelter capacity with a goal of adding 20 year-round emergency shelter beds by the expiration date of this Agreement.

Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

Recipient certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the Amendment 1 Effective Date and with the same effect as though made at the same time of this Amendment 1.


This Amendment 1 may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment 1, the undersigned hereby certifies for Recipient under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

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SIGNATURE PAGE

Clackamas County

Signature:  Date: 3 Oct 2024
Printed Name: Tootie Smith Title: Clackamas County Board Chair

AGENCY:

**State of Oregon acting by and through its Housing and
Community Services Department**

Signed by:
Signature:  10/16/2024
BD38F6E967E452...
Designated Procurement Officer or delegate Date

CA Approval: Approved by Emily Edwards via email on August 14, 2024
Agreement/Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency: Senior AAG Jonathan Groux via email on August 23, 2024
Assistant Attorney General

EXHIBIT G
NOFO solicitation and Approved Proposal

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



HOUSING AND COMMUNITY DEVELOPMENT DIVISION

Notice of Funding Opportunity # 202301

FOR

SUPPORTIVE SERVICES RESOURCE CENTER

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Vahid Brown
Deputy Director, Housing and Community Development

CLOSING DATE, TIME AND LOCATION

DATE: September 28, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Notice of Funding Opportunity Issued.....	August 28, 2023
Virtual Proposal Meeting	September 11, 2023, 1:00PM -2:00 PM, Pacific https://clackamascounty.zoom.us/j/81551326121?pwd=aEVpNS8rTHdXRVIpWUE3UE1GSTVNZz09
Deadline to Submit Clarifying Questions	September 12, 2023, 5:00 PM, Pacific Time
First review of submissions	September 18, 2023, 2:00 PM, Pacific Time
Final review of submissions	September 28, 2023, 2:00PM, Pacific Time

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

SECTION 1 NOTICE OF FUNDING OPPORTUNITY

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

Location of documents: OregonBuys

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

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

Submitting Proposals: Bid Locker

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

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

Contact Information

Process and Technical Questions: Jaymi Stark, Jstark@clackamas.us

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

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

Non-Mandatory Pre-Proposal Meeting:

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

<https://clackamascounty.zoom.us/j/81551326121?pwd=aEVpNS8rTHdXRVIpWUE3UE1GSTVNZz09>

SECTION 2 INSTRUCTIONS FOR SUBMITTALS

2.1 Purpose and Award:

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

2.2 Submission Due Dates:

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

2.3 Questions and Comments:

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

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

Jaymi Stark

Email: Jstark@clackmas.us

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

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

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

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

3.2 BACKGROUND

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

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

3.3. GUIDING PRINCIPLES AND EXPECTATIONS

Equity:

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

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

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

Outcomes:

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

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

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

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

Coordination:

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

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

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

Services:

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

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

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

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

Participant Voice:

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

The following guidelines should be incorporated into all programs:

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

System-wide Service Delivery Expectations:

Contractor shall perform the following:

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

participation in religious activities for program eligibility purposes

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

3.4. SCOPE OF WORK

3.4.1. Scope:

Program Description:

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

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

1. Day Centers

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

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

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

2. Navigation Centers

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

3. Resource Centers

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

Minimum Requirements

Project requirements for funding eligibility and allowable use of funds:

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

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

Eligible Costs include, but are not limited to:

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

Selection Process

Applications

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

See proposal guidelines below.

3.4.2. Budget

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

3.4.3. Term of Contract:

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

sufficient to memorialize the restricted use of the property for the provision of resource center services.

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

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

The following insurance requirements will be applicable:

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

SECTION 4 EVALUATION PROCEDURE

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

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

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

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

1. Proposer has a thorough plan to create a Resource/Navigation Service Center that

- accommodates people with various needs and abilities.
2. Proposer, and/or development team and partners have previous experience in real estate and/or obtaining permits and other development requirements.
 3. Proposer and/or partner’s experience reflects history with building or operating and providing services that are focused on helping individuals gain safety, improve health, and address barriers to securing housing.
 4. Proposer may also be asked to make presentations to or be interviewed by the evaluation committee.

4.2 Evaluation Criteria

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

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

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

**SECTION 5
SUBMISSION CONTENTS**

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

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

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

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

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

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

5.2. Proposer’s General Background and Qualifications:

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

5.3. Scope of Work

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

Please address the following information:

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

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

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

5.4. References

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

ATTACHMENT D: DEFINITIONS

Culturally Responsive and Culturally Specific Services

HCDD is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.
- Culturally responsive organizations seek to build change through these major domains:
 - Organizational commitment, leadership, and governance;
 - Racial equity policies and implementation practice;
 - Organizational climate, culture, and communications;
 - Service-based equity and relevance;

- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally specific services are services provided for specific populations based on their needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community.

Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.

- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.
- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

Housing First Principles:

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>

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

Funding Proposal

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

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

Credentials & experience of key individuals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

communities.

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

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

- Rapid Rehousing and Long-Term Housing
- Public benefits such as OHP, SNAP, and WIC
- Access to domestic violence quick response
- Access to behavioral health
- Public Defenders and Community Court
- Access to alcohol and drug mentors
- Access to Care Coordination Services
- Access to educational and employment supports and services
- Access to expungement clinics
- Access to Basic Needs Supports
- Access to healthy meals and food
- Warming and Cooling centers

• **Project budget and funding**

- **Sandy** The proposed building is located at 38872 Proctor Boulevard in Sandy. The current asking price of the building is \$898,000, however we have negotiated an \$800,000 price. In remodeling the building, we anticipate \$75,000 for demolition and rehabilitation to meet program and partner needs. The building owner is interested in assisting with capital improvements to meet program needs as a part of the sale. Given the quick turnaround of this proposal, many of these details continue to be in discussion. This does not include the conversion of space into SRO, however, does include a design that allows the space to be used as offices with a future potential transition.

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

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

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

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

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

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

workforce development programs			
TOTAL	\$639,000	\$600,000	\$39,000

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

○ Operational Budget

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

● **Project Timeline**

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

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

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

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

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

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

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

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

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

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

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

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

- Access to behavioral health In discussions in Sandy and Estacada, there are several behavioral health partners interested in office hours to create

accessibility with rural clients. We have not been able to offer this due to limited space.

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

○ Access to alcohol and drug mentors AntFarm currently works with two Alcohol and Drug service providers (4D Recovery and NWFS) that would like more access to our services. We have been in discussion about sharing space for this purpose. AntFarm currently hosts a 12-step program in Sandy and has been approached to bring a 12-step program to Molalla and Estacada.

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

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

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

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

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

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

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

AntFarm has a solid and valued relationship with the police, city managers, city mayors, and city councils of Sandy, Estacada, and Molalla. We have years of community engagement and relationships connecting many different issues and solutions. We are trusted. Leveraging our relationships and trust is what we do as we believe strongly that we must engage all community members with discussion, focus groups, community partnerships and agreements, and various types of training and education. Currently, AntFarm’s Executive Director meets routinely with elected officials and local police officers. In Sandy, AntFarm has a direct crisis line for the police department to problem solve and receive assistance for homeless individuals. In Molalla, our housing team does daily routine patrols of city streets and parks providing support to our community members. Our youth CommunityConnect team currently cleans bathrooms in all city parks in Molalla, providing great engagement and connections to community members including the homeless population.

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

- **References**

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

OregonBuys

ORGANIZATION		DEPARTMENT	
Organization	Clackamas County	Department	C0101003
Address	2051 Kaen Road Oregon City, OR 97045	Bill-to-Address	
Purchaser	Ryan Rice	Ship-to-Address	
Info Contact			

BID INFORMATION			
Description	Notice of Funding Opportunity: Supportive Services Resource Center		
Bulletin Desc.	Notice is hereby given that Clackamas County, through its Board of County Commissioners and the Housing and Community Development Division (HCDD) of the Health, Housing & Human Services Department, will receive Proposals per specifications until 2:00 PM, September 28, 2023 (Closing), for the acquisition, construction, and operations of Homeless Resource/Navigation Service Center(s). Note, HCDD will conduct a first round of reviews on September 18, 2023.		
Bid Number	S-C01010-00007964	Bid Opening Date	09/28/2023 2:00 PM
Bid Type	Open Market	Type Code	
Alternate Id		Fiscal Year	2025
		Available Date	08/28/2023 3:30 PM
Pre-Bid	A non-mandatory pre-proposal meeting will be conducted on Thursday, August 31, 2023, at 2:00 PM, Pacific Time. Join Zoom Meeting via the following link: https://clackamascounty.zoom.us/j/81551326121?pwd=aEVpNS8rTHdXRlVpWUE3UE1GStVNZz09		
Attachments	NOFO 202301- Supportive Services Resource Center.pdf		

AMENDMENTS

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

AWARD LETTER

Date: January 16, 2025

To: Two Foxes Singing (Nunpa)

From: Mary Rumbaugh, Director

Re: Intent to award funds for the acquisition of property located at 106 E 2nd Street Molalla, Oregon 97038

Dear Nunpa,

As you know, Clackamas County has issued AntFarm an intent to award funds for the acquisition of property based on the proposal AntFarm submitted to Notice of Funding Opportunity #202301 for Supportive Services Resource Centers. Pursuant to this intent to award, our understanding is that AntFarm is seeking to acquire the property located at 106 E 2nd Street Molalla, Oregon 97038.

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

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

Mary Rumbaugh, Director
Clackamas County Health, Housing & Human Services

EXHIBIT H
Regulatory Agreement

After Recording Return to:

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

Project: 106 E 2nd Street, Molalla, Oregon 97038

REGULATORY AGREEMENT

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

This Agreement is the “**Regulatory Agreement**” referred to in the Grant Agreement between the County and Owner, who is developing site location 106 East 2nd Street, Molalla, OR 97038, and is entitled to the benefits of, and subject to the limitations of, a certain grant agreement executed on _____, 2025 (the “**Grant Agreement**”). Capitalized terms used herein without definition have the meaning ascribed to them in the Grant Agreement.

RECITALS

- A. County has launched an ambitious strategy to build a countywide system of care to address and prevent homelessness through services and support that lead to housing stability and equitable outcomes. This work, in part, is funded through resources from the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511.
- B. The County identified system navigation and access coordination as a priority investment area. Consistent with this stated priority, the County seeks to support community partners in the siting of service-enriched resource centers: access points to the diverse array of programs and services that enable households experiencing or at risk of experiencing homelessness to successfully end their homelessness and thrive. Resource centers are safe, welcoming, and supportive spaces where people can be connected with permanent housing opportunities; can access supportive services to address housing barriers, including addiction and recovery services, physical and behavioral health services, and employment services; and can enroll in public benefits. When operating as navigation centers, they may also offer immediate access to safety off the streets and overnight shelter. As service access points, resource centers often provide space for a variety of community based organizations that provide these services to enroll program participants, meet with clients, and/or directly deliver programs and services.

- C. County issued a notice of funding opportunity (“NOFO”) seeking proposers to provide proposals on the creation of resource center to provide supportive services to individuals who are, or are at risk of, experiencing homelessness in rural Clackamas County includes homeless prevention, support services, transition and placement services, in-reach, basic survival support, mental health services, intervention and addiction services, physical health services, short and long-term rent assistance, eviction prevention, financial literacy, employment, job training and retention education, peer support services, workplace support, benefits, navigation and attainment, landlord tenant education, fair housing advocacy, shelter services, bridge/transitional housing placement, discharge intervention, and other support housing services that stabilize people experiencing homelessness and housing instability, as further described in the State of Oregon, Oregon Housing and Community Services Department (“OHCS”) Intergovernmental Grant Agreement 8203, Senate Bill 5511.
- D. Owner was chosen as a subrecipient of grant funding out of a the NOFO process conducted on September 28, 2023.
- E. Under the Grant Agreement, County approved a grant to Owner in the amount of \$735,800.00, of which \$685,800.00 will be used to purchase and acquire real property located at 106 E 2nd Street, Molalla, Oregon, 97038, and legally described in Exhibit A (the “Property”). The Property will be used for the purpose of opening and maintaining a resource center to provide supportive services for houseless individuals (the “Project”). The Property includes the Project and all additional buildings, structures, fixtures, equipment, and other improvements, now or later constructed or located upon the Property.
- F. Owner agrees to the restrictions, covenants and obligations set forth herein on the Project, which will, during the effective period of this Agreement, run with and be a burden on the Property and will be binding on any subsequent purchaser, grantee, owner or lessee and any other person or entity having any right, title, or interest therein and upon their respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, or lessee of the Property.

AGREEMENT

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

Section 1. Term.

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

Section 2. Covenant of Use of the Property

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

Section 3. Covenants Run with the Land.

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

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

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

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

4.2 Any sale or transfer (or any attempted sale or transfer) of all or any part of, or any interest in, the Property or the Project, or any beneficial interest in Owner, in violation of

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

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

Section 5. Event of Default.

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

Section 6. Rights and Remedies on Default.

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

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

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

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

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

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

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

6.6 Repayment. The County may require Owner to repay all or a portion of the \$735,800.00 distributed under the Grant Agreement.

Section 7. Severability.

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

Section 8. Notices.

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

To Owner: AntFarm 39140 Proctor Blvd, Sandy, OR 97055
Attention: Two Foxes Singing
Telephone: (503) 668-7962
E-mail: nunpa@antfarmyouthservices.com

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

with a copy to: Clackamas County Counsel
2051 Kaen Road
Oregon City, Oregon 97045
Attention: Jane Vetto
Telephone Number: 503-742-5391
E-Mail Address: JVetto@clackamas.us

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

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

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

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

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

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

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

Owner: AntFarm

By: AntFarm, an Oregon nonprofit corporation

By: Two Foxes Singing
Name: Two Foxes Singing
Title: Executive Director

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

The foregoing instrument was acknowledged before me this _____ day _____ of _____, 2025, by Two Foxes Singing, in his capacity as Authorized Representative and Executive Director, on behalf of the AntFarm, an Oregon nonprofit corporation. _

Notary Public for _____
My commission expires: _____

Clackamas County

By: _____
Craig Roberts, Board Chair

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

The foregoing instrument was acknowledged before me this _____ day March of _____, 2025, by Craig Roberts, in his capacity as Authorized Representative and Chair for Clackamas County Board of County Commissioners.

Notary Public for _____
My commission expires: _____

EXHIBIT A
Legal Description

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

Lots 11 and 12, block 2, GREGORY'S FIRST ADDITION TO MOLALLA, in the City of Molalla, County of Clackamas and State of Oregon.