



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

June 30, 2021

Gary Schmidt
County Administrator
Clackamas County

Dear Mr. Schmidt:

Approval of an Intergovernmental Agreement (IGA) with
Tualatin Valley Fire & Rescue for the use of a Deep Freeze Freezer

Purpose/Outcomes	Utilize the Deep Freeze Freezer to store COVID-19 Vaccines
Dollar Amount and Fiscal Impact	This is cooperative only, no monies involved.
Funding Source	Cooperative only. No County General Funds are involved.
Duration	Effective upon signature and continues until terminated
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities.
Counsel Review	County counsel has reviewed and approved this document on June 30, 2021 AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA.
Contact Person	Daniel Nibouar, Interim Disaster Management Director 503-650-3381 or Philip Mason-Joyner – 503-742-5456
Contract No.	10044

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Tualatin Valley Fire & Rescue (TVFF) for the use of a Deep Freeze Freezer.

The ultra-cold freezer is needed to store the Pfizer COVID-19 Vaccine. TVFF is loaning the freezer to CCPHD at no cost.

This Agreement is cooperative only, there are no funds involved. This Agreement is effective upon signature and will continue until terminated.



Daniel Nibouar

Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

RECOMMENDATION:

We recommend the approval of this Agreement.

Respectfully submitted

Daniel Nibouar
Interim Disaster Management Director

County Administrator Approval

Approval

Deny

--	--



June 28, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment # 3 to a Personal Services Agreement with
Robert Half, Inc. temporary administrative staff.

Purpose/Outcomes	This Agreement is for hiring temporary administrative staff on an as needed bases. Amendment #3 extends the term.
Dollar Amount and Fiscal Impact	No change
Funding Source	OHA CARES No County General Funds are involved.
Duration	Effective upon signature and terminates on September 30, 2021
Previous Board Action	The Board previously viewed this item on December 03, 2020, Agenda item 120320-A8. March 18,2021
Strategic Plan Alignment	1. Efficient and Effective Services 2. Ensure safe, healthy and secure communities.
Counsel Review	County counsel has reviewed and approved this document on June 16, 2021 AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an amendment to an existing Agreement.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9844-03

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment # 3 to a Personal Services Agreement with Robert Half, Inc. for temporary administrative staff.

We utilize temporary staff to fill our administrative vacancies when the Mandatory Qualified Rehabilitation Facilities (QRF) providers are not able to meet our business needs. This is so we can continue to provide essential client services. Additional staff has been brought on to support COVID emergency response activities. Amendment #3 allows us to maintain the continuity of services for COVID emergency response.

The County is in the process negotiating a new Agreement utilizing the HGAC Cooperative Agreement. Amendment # 3 extends the term to allow us to maintain the continuity of services for COVID emergency response. This amendment is effective upon signature and will terminate on September 30, 2021.

Page 2 Staff Report

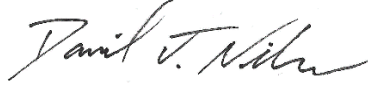
June 28, 2021

Robert Half International, Inc. - Agreement #9844-03

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment #3 to the Personal Services Agreement with Robert Half International, Inc. for temporary administrative staff, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Nibouar". The signature is written in a cursive style with a long, sweeping underline.

Daniel Nibouar

Disaster Management

Contract Amendment Health, Housing and Human Services Department

H3S Contract Number 9844 Board Agenda Number _____

and Date _____

Division Public Health Amendment No. 03

Contractor Robert Half International, Inc.

Amendment Requested By Philip Mason-Joyner

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #3 is entered into between **Robert Half International, Inc.** (“Contractor”) and Clackamas County, a political subdivision of the State of Oregon (“County”) and shall become part of the contract documents entered into between both parties on **September 10, 2020** (“Contract”). County is in the process negotiating a new Agreement utilizing the HGAC Cooperative Agreement. However, County needs to ensure continuity of services during the pendency of this process. As a result, this Amendment #3 extends the term of this Agreement through September 30, 2021. This Amendment #3 is effective **upon signature** and continues through **September 30, 2021**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND:

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on ***June 30, 2021.***

TO READ:

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on ***September 30, 2021.***

Signature on next page



EQUIPMENT USE AGREEMENT

Tualatin Valley Fire & Rescue
11945 SW 70th Ave
Tigard, OR 97223
503-649-8577

This Equipment Use Agreement is between Tualatin Valley Fire & Rescue (“TVF&R”) and Clackamas County Public Health (“Agency”).

TERMS AND CONDITIONS OF AGREEMENT

- 1) This Agreement is to allow the Agency the use of the TVF&R owned equipment as detailed in Exhibit A. (“Equipment”) at \$0.00/month/day cost to the Agency for the period beginning June 15, 2021.
- 2) The Agency agrees to provide qualified and experienced operator(s) of the Equipment.
- 3) The Agency is responsible for transporting the Equipment from TVF&R to their designated location. Title to the Equipment shall remain with TVF&R. At the end of this Agreement, or if terminated, Agency shall return the Equipment to the site designated by TVF&R within a reasonable time.
- 4) At no cost to TVF&R, Agency will ensure equipment is properly maintained while under its use and shall return in the same condition (normal wear and tear is allowable). The Agency is responsible for annual inspections pursuant to the manufacturers recommended schedule as needed.
- 5) The Agency is responsible for the full cost of repair or replacement of the Equipment that is damaged, lost, confiscated or stolen from the time the Agency assumes custody until it is returned to TVF&R. Agency shall notify the TVF&R Representative of any issues. Agency is not responsible to TVF&R for any loss, damage or failure to perform in occasioned by fire, flood, explosion, windstorm, riot, war, or any other cause beyond the reasonable control of the Agency.
- 6) To the fullest extent permitted by law, the Agency will indemnify, defend save and hold harmless TVF&R, its officers, board members, agents, employees, volunteers, affiliates, and all other persons acting on behalf of TVF&R, from and against all claims, demands, suits, actions, damages, losses, costs and expenses, direct and indirect or consequential of any nature whatsoever, including reasonable attorney’s fees, and any other costs of defense, settlement payments and court costs, and liability for personal injuries (including death), property loss, and all other legally cognizable harm caused by, arising from or resulting from, in whole or in part, or in connection with, any act of omission involving the use of the TVF&R vehicles. The duty of defense shall arise immediately upon assertion of any claim that may be covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any duty of indemnification.
- 7) Agency will comply with all applicable federal, state and local ordinances, statutes, laws, rules and regulations under this Agreement; including non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 8) The failure to enforce any provision of this Agreement will not constitute a waiver by either Party to that or any other provision.
- 9) This Agreement may be canceled, with or without cause and at any time, by either Party, by providing 30 days written notice of intent to the other Party, unless a different time frame is mutually agreed upon.
- 10) This Agreement may be amended or modified in writing approved and signed by both Parties.

EQUIPMENT USE AGREEMENT

SIGNATURES

The Parties hereby agree to the terms and conditions of this Agreement:

Agency: Clackamas County Public Health 2051 Kaen Road #367 Oregon City, Oregon 97045	TVF&R: Tualatin Valley Fire & Rescue 11945 SW 70 th Ave. Tigard, OR 97223
Gary Schmidt, County Administrator g y p	Timothy Collier CFO
Signature 	Signature 
Date 06.30.2021	6/18/2021 Date
503-742-5300 Phone	Timothy Collier TVF&R Representative
wconway@clackamas.us Email	timothy.collier@tvfr.com Representative Email

TVF&R
EQUIPMENT USE AGREEMENT
EXHIBIT A
EQUIPMENT

- Quantity: one
- Brand: Thermo Scientific
- Model Name: Revco CxF
- Model #: ULT1390-10-D
- Monitoring: TVF&R currently uses a product called Obibot as the datalogger for this freezer. Datalogging is a requirement for all appliances that control temperatures for vaccinations. The Obibot can be paired with the freezer for the purpose of this equipment loan. For Agency awareness - Obibot does not come with a service agreement and was purchased off the shelf, and only needs wi-fi capabilities to function. Its purpose is to alarm and notify staff via messaging on smart phones when temperature fluctuations or power disruptions occur.
- TVF&R reserves the option to temporarily utilize space within the Equipment to store product for TVF&R employee vaccinations as necessary.
- TVF&R performs a routine asset audit and will need to track disposition of the equipment for asset tracking purposes at least annually.

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH SRS LLC, A LIMITED LIABILITY COMPANY
OF NEVADA DBA BUDGET INN GLADSTONE FOR PROVIDING HOTEL ROOMS FOR
HOMELESS FAMILIES AND INDIVIDUALS
Contract #3974

This Amendment #2 is entered into between SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **January 25, 2021** ("Contract").

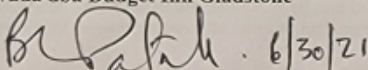
The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, **Term**, is hereby amended as follows: the Contract expiration date is hereby changed from June 30, 2021, to **August 31, 2021**.
2. ARTICLE III, **Compensation, Section 1, Payment**, is hereby amended as follows: County will provide up to **\$150,000.00** in additional compensation for Contractor to provide hotel rooms, on an on-call or as-needed basis, and at the nightly rates set forth in the Contract, during the extended term of the Contract. Because this Contract is on an on-call or as-needed basis, and the exact number of rooms required by County, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$150,000.00 authorized under this Amendment #2. Notwithstanding this Amendment #2, the County's maximum liability for damages caused by Guests, as set forth in Article IV, Section 11 and Exhibit B of the Contract, is unchanged and shall not exceed \$1,000.00 per Guest per stay, or accumulative stays, and shall not exceed a total of \$50,000.00.

ORIGINAL CONTRACT	\$ 260,000.00
AMENDMENT #1	\$ 128,000.00
<u>AMENDMENT #2</u>	<u>\$ 150,000.00</u>
TOTAL AMENDED CONTRACT	\$ 538,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

SRS LLC, A Limited Liability Company of
Nevada dba Budget Inn Gladstone

 6/30/21

Authorized Signature Date

BAUPENDRA PATEL

Printed Name

Clackamas County

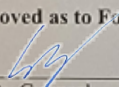


By: Gary Schmidt It's: County Administrator

6/30/21

Date

Approved as to Form:


County Counsel

06/30/2021

Date

June 28, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Subrecipient Agreement with
The Father's Heart Street Ministry to Provide Shelter Support Services

Purpose/Outcomes	Approval of an amendment with The Father's Heart Street Ministry to continue to provide shelter support services to individuals and households housed in hotel-based shelter.
Dollar Amount and Fiscal Impact	Increase by \$234,960 for County fiscal year 21-22, for a total agreement value of \$319,960
Funding Source	United States Department of Housing and Urban Development (HUD) Emergency Shelter Grant (ESG-CV2). State of Oregon Housing and Community Services Department, Emergency Shelter Grant (ESG-CV2) and State Homeless Assistance Program (SHAP) funds. No match requirements. County General Funds are not involved.
Duration	Amendment effective upon signature through December 31, 2021, with specific eligible expenditure terms by fund.
Previous Board Action	The original agreement was approved by the County Administrative Officer and executed on 3-2-2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	<ol style="list-style-type: none"> 1. <i>Date of Counsel review: 6-24-2021</i> 2. <i>Initials of County Counsel performing review: KR</i>
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. In no, provide brief explanation: This is a subrecipient grant amendment processed through Grants Finance. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Agreement 21-002/ H3S#10052

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of Amendment #1 with The Father's Heart Street Ministry

(TFH) to provide shelter support services to individuals and households in hotel-based shelter due to COVID-19 impacts through December 31, 2021.

The Department of Health, Housing and Human Services (H3S) Vulnerable Populations Planning group has been working with the Emergency Operations Center (EOC) command staff to respond to the impacts of this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

TFH responded to a Notice of Funding Opportunity to provide shelter support services such as case management and other supports to individuals placed in hotels due to COVID-19 risk. Due to the early termination of an agreement with another agency, there is a need to amend the agreement with TFH to continue to provide services to clients. The amendment adds two additional funding sources, ESGCV2 federal pass-through funds and SHAP state general funds from Oregon Housing and Community Services (OHCS).

The amendment adds a total of \$234,960 for County fiscal year 2021-2022, for a new agreement maximum of \$319,960 and extends the end date to December 31, 2021. The amendment also adds terms, conditions and program elements that must be passed through as requirements to the County's subrecipients for ESGCV2 and SHAP funding received from OHCS. It also makes adjustments to clarify budget line items.

Additional funding will allow the continuation of case management and other services by TFH to persons experiencing homelessness housed in the hotel rooms, and placement of guests into permanent supportive housing. There is no match requirement on the part of the county. EOC has reviewed and approved the Amendment. The Amendment was approved by County Counsel, and there are no County General Funds required.

RECOMMENDATION:

Staff recommends the approval of this amendment, and that the County Administrative Officer, or his designee; be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health Housing & Human Services Department

Subrecipient Amendment (FY 20-21)
Clackamas County, Department of Health, Housing and Human Services

Subrecipient Agreement Number: 21-022

Board Order Number:

Department/Division: H3S, Social Services Division

Amendment No. 1

Subrecipient: The Father's Heart Street Ministry

Amendment Requested By: Brenda Durbin

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other: Adds additional fund sources and requirements

Justification for Amendment:

The amendment adds two funding sources to be used in fiscal year 2020-2021, ESGCV2 federal pass-through funds and SHAP state general funds from Oregon Housing and Community Services (OHCS).

The amendment adds a total of \$234,960 in fiscal year 2021-2022, for a new agreement maximum of \$319,960. It also extends the end date for eligible expenditures to December 31, 2021. In addition, the amendment adds terms, conditions and program elements that must be passed through as requirements to the County's subrecipients for ESGCV2 and SHAP funding received from OHCS. It also makes adjustments to clarify budget line items and changes to line items.

This amendment is effective upon signature and continues through December 31, 2021. Eligible expenditure periods for each of the funding sources are outlined in the amendment.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND RECITALS:

1. This Agreement is entered into between Clackamas County ("COUNTY") and The Father's Heart Street Ministry, ("SUBRECIPIENT") to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families housing vouchers provided by SUBRECIPIENT, in Clackamas County, OR. Special ESG Program Funds are being allocated to the county, as authorized by the CARES Act, Public Law 116-136. These special ESG funds are to be used to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. This hotel and motel shelter program is in direct response to the COVID-19 Public Health crisis declaration due to the impact on vulnerable populations including homeless persons. Stable and secure housing protects these homeless persons who are at risk of infection.

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 2 of 14

and lack access to medical care, and non-congregate shelters provide additional protections for people experiencing houselessness.

4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

TO READ:

1. This Agreement is entered into between Clackamas County ("COUNTY") and The Father's Heart Street Ministry, ("SUBRECIPIENT") to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378, **and;**

COUNTY has been awarded ESG CV2 pass-through funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378 via the State of Oregon, Housing and Community Services Department (OHCS), and;

COUNTY has been awarded state general funds, State Homeless Assistance Program (SHAP) funds, via the State of Oregon, Housing and Community Services Department (OHCS).

3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families housing vouchers provided by SUBRECIPIENT, in Clackamas County, OR. Special ESG Program Funds are being allocated to COUNTY, **via the State of Oregon, Housing and Community Services Department (OHCS)**, as authorized by the CARES Act, Public Law 116-136.

These funds are to be used to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. This hotel and motel shelter program is in direct response to the COVID-19 Public Health crisis declaration due to the impact on vulnerable populations including homeless persons. Stable and secure housing protects this homeless persons who at risk of infection and lack access to medical care, and non-congregate shelters provide additional protections for people experiencing houselessness.

4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

AMEND:

1. Term and Effective Date. This Agreement becomes effective on execution. Eligible expenses for this Agreement may be charged during the period beginning January 1, 2021 and expiring June 30, 2021, a total of seven (6) months.

TO READ:

1. Term and Effective Date. This Agreement becomes effective on execution. Eligible expenses for this Agreement may be charged during the period beginning January 1, 2021 and expiring **December 31, 2021**, a total of **twelve (12)** months.

AMEND:

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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, 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 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 State or Federal funding requirements.

TO READ:

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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001, **and ESG award number E-20-DW-41-0001, via the State of Oregon, Housing and Community Services Department (OHCS), and SHAP funding via OHCS**, that are the sources of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations ("CFR"), Part 24, Sub-Part 576.

In addition, eligible expenditures under OHCS funding must comply with all applicable state requirements, as amended, including Attachments C and D. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY's 19-21 Master Grant Agreement Award #5084, and 2021-2023 Master Grant Agreement #7005 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference.

SUBRECIPIENT shall check requirement updates of Emergency Solutions Manual (ESG Funding) & State Homeless Funds Operations Manual (SHAP) at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

A copy of **COUNTY's 19-21 Master Grant Agreement Award #5084 and 2021-23 Master Grant Agreement #7005** has been provided to SUBRECIPIENT by COUNTY, which is made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, 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 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 State or Federal funding requirements.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification# E20-UW-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is \$85,000. This is a cost

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 4 of 14

reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is *as follows*:

Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231; **\$213,600**) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification# E20-UW-41-0001). **Term for eligible expenses: January 1, 2021 to December 31, 2021.**

Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231; \$2,000) issued to COUNTY as pass-through funding from the State of Oregon, Housing and Community Services Department (OHCS), via the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification award number: E-20-DW-41-0001). Term for eligible expenses: January 1, 2021 to June 30, 2021.

State Homeless Assistance Program (SHAP; \$104,360) issued to COUNTY State of Oregon Housing and Community Services Department (OHCS) through COUNTY's Master Grant Agreement Award #5084 and 2021-23 Master Grant Agreement #7005. Term for eligible expenses: January 1, 2021 to December 31, 2021.

The maximum, not to exceed, grant amount COUNTY will pay is **\$319,960**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.

AMEND:

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 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.

TO READ:

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 this Agreement.

AMEND:

11. f) **Indirect Cost Recovery.** Indirect cost recovery is not included in this agreement.

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 5 of 14

TO READ:

11. f) **Indirect Cost Recovery.** Indirect cost recovery *is included as described in Exhibit B, SUBRECIPIENT PROGRAM BUDGET. Indirect costs will be 10% of total direct costs billed monthly and are non-federally funded.*

AMEND:

11. Administrative Requirements

- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

TO READ:

11. Administrative Requirements

- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of **six (6)** years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for **six (6)** years after final disposition of such property. Records for any displaced person must be kept for **six (6)** years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

AMEND:

EXHIBIT A.1, SUBRECIPIENT SCOPE OF WORK, Section A, number 12:

- 12. SUBRECIPIENT will receive up to \$3,000 to use for food for individuals and families housed in hotels. All food purchases must be verified with a detailed receipt of items purchased and should not include any ineligible items such as alcohol or other household goods

TO READ:

- 12. SUBRECIPIENT will receive up to **\$12,000** to use for food for individuals and families housed in hotels, **and/or transportation and other needed fund-eligible direct client expenses.** All food purchases must be verified with a detailed receipt of items purchased and should not include any ineligible items such as alcohol or other household goods.

REMOVE:

EXHIBIT A.1, SUBRECIPIENT SCOPE OF WORK, Section A, number 13:

- 13. SUBRECIPIENT will receive up to \$9,000 to use for transportation and other needed direct client expenses. All purchases must be verified with a detailed receipt of items purchased and should not include any ineligible items such as alcohol, firearms or other items or services prohibited from purchase with public funds.

AMEND:

14. General Agreement Provisions.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

TO READ:

14. General Agreement Provisions.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, **with the exception of the Worker's Compensation Insurance costs specific to fulfilling this Agreement**, each insurance noted below:

ADD:

14 General Agreement Provisions.

- c) **Insurance.**

11) During the term of this Agreement, SUBRECIPIENT shall maintain in force the insurance noted below:

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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers liability insurance coverage limits of not less than \$1,000,000.

AMEND:

EXHIBIT A.1, SUBRECIPIENT SCOPE OF WORK, Section I. A. #2:

- 2. SUBRECIPIENT will provide case management, including securing food, transportation and other basic services for up to 50 homeless households who have been placed in non-congregate hotel based shelter.

TO READ:

- 2. SUBRECIPIENT will provide case management, including securing food, transportation and other basic services for up to approximately **110** homeless households who have been placed in non-congregate hotel based shelter.

AMEND

EXHIBIT A.1, SUBRECIPIENT SCOPE OF WORK, Section I. B:

It is expected that the funding under this ESG Agreement will assist approximately 50 homeless families with shelter services during the January 1, 2021 to April 30, 2021 winter warming shelter period. From May 1, 2021, to June 30, 2021, staff will provide support, information and connection to services, including long term house resources to program participants.

These services will be provided to households experiencing homeless either as an impact of the COVID-19 pandemic or who, because of age, underlying health conditions or other allowable issues, are not suitable for placement in a congregate shelter setting.

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 7 of 14

TO READ:

It is expected that the funding under this Agreement will assist approximately **110** homeless families with shelter services during the January 1, 2021 to April 30, 2021 winter warming shelter period. From May 1, 2021, to **December 31, 2021**, staff will provide support, information and connection to services, including long term house resources to program participants.

These services will be provided to households experiencing homeless either as an impact of the COVID-19 pandemic or who, because of age, underlying health conditions or other allowable issues, are not suitable for placement in a congregate shelter setting.

AMEND EXHIBIT A.1, SUBRECIPIENT SCOPE OF WORK, Section II. Compensation, A:

- A. SUBRECIPIENT is eligible for an amount not to exceed Eighty-Five Thousand Dollars (\$85,000) from January 1, 2021, to June 30, 2021 as specified under the conditions listed in Section I.

TO READ:

- A. SUBRECIPIENT is eligible for an amount not to exceed **Three Hundred Nineteen Thousand, Nine Hundred Sixty Dollars (\$319,960)** from January 1, 2021, to **December 31, 2021** as specified under the conditions listed in Section I **and as outlined in Exhibit B Subrecipient Program Budget.**

AMEND:

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this contract shall not exceed \$85,000 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties. Budget adjustments of up to 10% per line item are allowed but any change of larger than 10% per line item will require submission of a new budget for approval and amendment of agreement.

Program Costs	Total Budget Amount	Total ESG Amount	Source of Funds
Staffing Costs (includes benefits and taxes)	\$64,500	\$64,500	ESG
<ul style="list-style-type: none"> • Two fulltime hourly positions/173.33 hours per month 			
<ul style="list-style-type: none"> • One full part time salaried position/ 86.66 hours per month 			
<ul style="list-style-type: none"> • One fulltime salaried position/173.33 hours per month 			
Administrative/office support at 120 hours per month (includes benefits and taxes)	\$8,500	\$8,500	ESG
Client Services- food	\$3,000	\$3,000	ESG
Client Services- transportation/other	\$9,000	\$9,000	ESG
Total Expenses	\$85,000		
Total ESG:		\$85,000	

TO READ:

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed **\$319,960** with payments to be made as outlined in the body of the contract.
- B. Adjustments to the **total compensation** budget may only be made with the approval of both Parties. **COUNTY Program Manager may approve changes to budget line items provided the total compensation amount of the Agreement is not exceeded.**

Program Costs	Total Budget Amount	Budget Breakdown		
		Total ESG CV2 Federal Amount (OHCS)	Total SHAP State Amount (OHCS)	Total ESG CV2 Federal Amount (CD IAA)
Budget January 1, 2021 to June 30, 2021				
Staffing Costs (includes benefits and taxes and employer share insurance)	\$64,500	\$0	\$64,500	\$0
Administrative/office support at 120 hours per month (includes benefits and taxes)	\$8,500	\$0	\$8,500	\$0
Client Services- food, transportation and other eligible program expenses	\$12,000	\$2,000	\$10,000	\$0
Total Jan. 1, 2021 to June 30, 2021	\$85,000			
Program Costs	Total Budget Amount	Budget Breakdown		
		Total ESG CV2 Federal Amount (OHCS)	Total SHAP State Amount (OHCS)	Total ESG CV2 Federal Amount (CD IAA)
Budget July 1, 2021 to December 31, 2021				
Direct Cost, Staffing (includes benefits):				
Hotel Shelter Program Coordinator 1 FTE	\$36,000			\$36,000
Case Manager 1 FTE	\$30,000			\$30,000
Case Manager 1 FTE	\$27,000			\$27,000
Case Manager 1 FTE	\$27,000			\$27,000
Case Manager 1 FTE	\$18,000			\$18,000
Case Manager 1 FTE	\$18,000			\$18,000
Direct Cost: Employer share payroll taxes and insurance	\$15,600			\$15,600
Direct Cost: Client Services	\$42,000			\$42,000
INDIRECT COSTS - 10% of Direct Cost monthly total. Non-federally funded	\$21,360		\$21,360	
Total July 1, 2021 to December 31, 2021	\$234,960			
Total Budget Jan. 1, 2021 to Dec. 31, 2021 by funding source:	\$319,960	\$2,000	\$104,360	\$213,600
Budget Notes:				
Indirect Costs are available as of July 1, 2021.				
All staff assigned to this grant are working exclusively on the services provided under this grant. Their time is not eligible to be charges to any other funding sources.				
Client Services: Eligible expenses include client transportation (including bus tickets), food, and costs associated with obtaining identification or services for clients, such as mileage or fees. All other expenses must be approved by COUNTY Program Manager prior to charging the grant.				

ADD:

ATTACHMENT C
2019-2021 MASTER GRANT AGREEMENT
Program Element PE 18
Emergency Solutions Grant Program – COVID-19 (ESG-CV)

1. Description. The Emergency Solutions Grant Program - Coronavirus (ESG-CV) provides federal funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, to support local programs to assist very low-income individuals and families who have been affected by the COVID-19 pandemic, either through illness or from lost or reduced income. Households may be homeless, at risk of homelessness, or experiencing an economic crisis which could lead to homelessness in the future. ESG-CV funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local Implementation Report as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Conduct an applicant evaluation to determine eligibility for program services in alignment with OHCS and HUD requirements.
 - 3) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
 - 4) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's Implementation Report.
 - 5) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

3. Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 11 of 14

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
- 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved Implementation Report.

ADD:

ATTACHMENT D
2019-2021 MASTER GRANT AGREEMENT
Program Element 04
State Homeless Assistance Program (SHAP)

1) Description. The State Homeless Assistance Program (SHAP) provides state funds to help meet the emergency needs of homeless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for six program service components: street outreach; emergency shelter operations, shelter resident support services; acquisition, rehabilitation or conversion of a shelter facility; and data collection.

2) Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.240 as amended and ORS 458.505 to 458.545. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 3) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's work plan.

3) Program Specific Reporting.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B) Reports submitted shall include:
 - 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
 - 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4) Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program.

The Father's Heart Street Ministry

Subrecipient Agreement 21-022 – Amendment # 1

Page 13 of 14

- 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved workplan application.

SIGNATURE PAGE

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

SUBRECIPIENT

The Father's Heart Street Ministry

By: 
Authorized Signature
Marty Gant, President

6/24/21
Dated


CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

County Signatures:


Tootie Smith, Chair
Board of County Commissioners
Dated

Approved to Form:


County Counsel
6/24/2021
Dated