

August 2, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a grant agreement with the State of Oregon, acting by and through its Department of Administrative Services. For shelter services and infrastructure, hygiene services and homeless outreach. Total agreement value is \$2,000,000 paid through the State of Oregon Department of Administrative Services.

No County General Funds are involved

<b>Purpose/Outcome</b>	Health, Housing and Human Services Department will use the funding for strategies to address the County's priority to reduce homelessness. Allowable expenditures include: support for temporary emergency shelter as well as support for residents, hygiene services and supplies related services to people experiencing homelessness, and outreach services to connect people to shelter, housing, and services.
<b>Dollar Amount and Fiscal Impact</b>	Maximum award amount is \$2,00,000 No County General funds are involved.
<b>Funding Source</b>	State of Oregon Department of Administrative Services
<b>Duration</b>	Effective upon signature through June 30, 2023
<b>Previous Board Action/Review</b>	Board Issues date: 7/26/22
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	7.27.22 by AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Revenue Grant agreement
<b>Contact Person</b>	Rodney Cook 503-650-5677
<b>Contract No.</b>	TBD

**BACKGROUND:**

Health, Housing & Human Services will use this funding to support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them. Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents. Also to provide hygiene services including portable toilets, shower trucks, laundry services, storage, washing stations, hygiene supplies and related services to people experiencing homelessness. Finally funds will be used for outreach services to connect people to shelter, housing, and services.

**RECOMMENDATION:**

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

*Rodney A. Cook*

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

## GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-15

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Clackamas County (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

The Contract includes attached Exhibit A - Project Description, which is incorporated by this reference. Pursuant to the Oregon Laws 2022, chapter 110, section 379(6) (the “Authorization”), the Oregon Legislature appropriated \$2,000,000 from the General Fund for shelter services and infrastructure, hygiene services and homeless outreach, as more particularly described in Exhibit A (the “Project”).

### SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$2,000,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

### SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

### SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys. Recipient shall use the Grant to implement the Project, as more particularly described in Exhibit A.
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. Organization and Authority.

- (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
  - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

<b>SECTION 5 - COVENANTS OF RECIPIENT</b>
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Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
  - (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 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 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State 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 the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which 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 State 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, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.



If to Recipient: Clackamas County  
ATTN: Sarah Eckman  
150 Beavercreek Road  
Oregon City, OR 97045  
[sarahste@clackamas.us](mailto:sarahste@clackamas.us)

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.



Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**RECIPIENT**  
Clackamas County

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

David Berryman, Assistant Attorney General, via email dated 6/14/2022

**EXHIBIT A**  
**PROJECT DESCRIPTION**

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

- A. Support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them. Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents.
- B. Hygiene services including portable toilets, shower trucks, laundry services, storage, washing stations, hygiene supplies and related services to people experiencing homelessness.
- C. Outreach services to connect people to shelter, housing, and services.

Grant funds may not be used by Recipient to backfill existing revenue streams or funds.

# Financial Assistance Application Lifecycle Form

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

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

**\*\* CONCEPTION \*\***

## Section I: Funding Opportunity Information - To be completed by Requester

Award type:  Direct Appropriation (no application)  
 Subrecipient Award  Direct Award  
Award Renewal?  Yes  No

Lead Department & Fund #: 240  
HSS - Housing and Community Development Division

**If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.**

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

Name of Funding Opportunity: \_\_\_\_\_

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Anh Le

Requestor Contact Information: ale@clackamas.us

Department Fiscal Representative: Adam Brown

Program Name and prior project # (please specify): NA

Brief Description of Project:

This grant will be used to supplement other county (CGF, SHS, HUD) funds being used to address the BCC priority of reducing homelessness. The \$2,000,000 may be used to  
A. Support for temporary emergency shelters, sanctioned camping, safe parking sites, and navigation centers that are low barrier, that have a maximum capacity of 150 people, that are connected to services, and that are voluntary for all individuals who utilize them. Funding can be used for acquisition, renovation, and operational costs for facilities that meet these criteria, as well as support for residents.  
B. Hygiene services including portable toilets, shower trucks, laundry services, storage, washing stations, hygiene supplies and related services to people experiencing homelessness.  
C. Outreach services to connect people to shelter, housing, and services.

Name of Funding Agency: State of Oregon, Department of Administrative Services (DAS)

Notification of Funding Opportunity Web Address:

Oregon.gov

**OR**

Application Packet Attached:  Yes  No

Completed By: Anh Le

7/25/2022

Date

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

## Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:	<u>NA</u>	Funding Agency Award Notification Date:	<u>6/15/2022</u>
Announcement Date:	<u>6/15/2022</u>	Announcement/Opportunity #:	<u>107-2022-5202-15</u>
Grant Category/Title:	<u>House Bill 5202 General Fund Grant</u>	Funding Amount Requested:	<u>\$2,000,000</u>
Allows Indirect/Rate:	<u>Yes</u>	Match Requirement:	<u>None</u>
Application Deadline:	<u>8/10/2022</u> <u>N/A</u>	Other Deadlines:	<u>None</u>
Award Start Date:	<u>7/1/2022</u>	Other Deadline Description:	<u>NA</u>
Award End Date:	<u>6/30/2023</u>		
Completed By:	<u>Anh Le</u>	Program Income Requirement:	<u>None</u>
Pre-Application Meeting Schedule:	<u>NA</u>		

Additional funding sources available to fund this program? Please describe: None

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

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

**Section III: Funding Opportunity Information** - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

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

It supports H3S' goal to provide and develop affordable housing with supportive services for individuals and families on their path to improved health, wellness, prosperity and inclusion.

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

None

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

To provide shelter services and infrastructure, hygiene services and homeless outreach

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

No

**Organizational Capacity:**

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

Yes

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

No

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

Not a pilot project

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

Would not create a new program

**Collaboration**

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

None

**Reporting Requirements**

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

Annual progress reports

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

To be developed with the funder

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

A progress report includes financial report on the total use of grant funds

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, it will provide us an additional funding to meet the needs of our community and reduce homelessness

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

None needed

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

No match required

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

Yes, it covers indirect costs and no rate cap.

Program Approval:

Rodney A. Cook

7.25.22

*Rodney A. Cook*

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
NA		
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Rodney A. Cook	7.25.22	Rod Cook
Name (Typed/Printed)	Date	Signature

Digitally signed by Rod Cook  
 Date: 2022.07.25 14:56:49 -07'00'

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	7.25.2022	<i>Elizabeth Comfort</i>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

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

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:

Date:

OR

Policy Session Date:

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County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
 Department: keep original with your grant file.**

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

- County Admin
- Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_