

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”) and Deschutes County Adult Parole and Probation, a political subdivision of the State of Oregon, is entered into this 27th of June 2023 and made effective upon full execution.

BACKGROUND

The Parties acknowledge the following background related to this agreement:

On January 10,2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to rapidly expanding the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. All executive state agencies are authorized, upon further direction from Governor Kotek and the Governor’s office, to take any actions authorized under the provisions set forth in ORS 401.168 through ORS 401.192. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor.

During the 2023 Session of the Oregon Legislature, the Housing and Community Services Department (“OHCS”) was awarded funding from House Bill 5019, subject to passage and approval. OHCS was appropriated funding for both the Biennium ending on June 30, 2023, and the Biennium beginning on July 1, 2023. OHCS will grant funding from this bill through a variety of agreements to further the objectives of Executive Order 23-02, including by granting funds under this Agreement.

Further details on the state of emergency in Oregon can be found at:

<https://www.oregon.gov/oem/Pages/housing-emergency-executive-orders.aspx>
<https://www.coic.org/eo2302/>

AGREEMENT

By execution of this Agreement, Subrecipient agrees to perform the Services (as defined in Schedule 1.1, *aka* Scope of Work) in accordance with the terms and conditions contained in this Agreement.

WHEREAS COIC has applied for and received funds from the State of Oregon, acting by and through its Housing and Community Services Department, under EO 23-02; and

WHEREAS COIC wishes to engage the Subrecipient to assist in utilizing such funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services

- 1.1 Subrecipient shall provide all services and materials as specified in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by subrecipient in connection with its performance of those tasks and/or services as described in Schedule 1.1) (collectively, the “services”).

- 1.2 Related to its obligations stated throughout this Section 1, Subrecipient agrees to be bound to timely achieve the goals assigned to it that are stated in the agreement between the State of Oregon and COIC, attached hereto as Exhibit C.
- 1.3 **Standards.** Subrecipient will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in accordance with Section 1.1, (iii) perform the Services to the best of Subrecipients ability, and (iv) according to industry standards. (*See also* Section 5.1, below)
- 1.4 **Schedule of Services.** Subrecipient will perform the Services in accordance with the schedule described in Section 1.2. Subrecipient's timely performance of each and every subrecipient obligation under this Agreement, including, without limitation, subrecipient performance of the Services, is of the essence.
- 1.5 **Quantity of Work throughout Contract.** The goals, objectives, services, and quantities specified within this contract are requirements for this funding. COIC retains the right to revise the goals, objective, services, and quantities, and thereby the contract amount as goals and/or objectives change subject to an equitable adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.
- 1.6 **Effective Date and Duration.** The effective date of this agreement is May 31, 2023 ("Effective Date") and shall remain in effect until and including January 10, 2024 ("Expiration Date") unless terminated or extended as provided in this Agreement. Expenses incurred between January 10, 2023, and the Expiration Date are allowable expenses for grant funds reimbursement, so long as the expenses are incurred pursuant to the performance of the Scope of Work set forth in Schedule 1.1.

2. COMPENSATION

- 2.1 COIC will pass through to the Subrecipient no more than \$1,078,518 in EO funds for eligible incurred costs and expenses as applicable to the Scope of Work set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.
- 2.2 **No Benefits.** COIC will not provide any benefits to Subrecipient, and Subrecipient will be solely responsible for obtaining Subrecipient's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.
- 2.3 **No Reimbursement of Expenses.** Expenses incurred by Subrecipient and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.
- 2.4 **Availability of Funds.** COIC's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon COIC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow COIC, 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 COIC.

2.5 Expenditure Restrictions

The following additional expenditure restrictions apply to the Subrecipient Budget as found in Schedule 2.1

2.5.1 **Expenditure Period.** The period of performance – the time during which expenditures may be incurred – is January 10th, 2023, through January 10th, 2024, unless otherwise extended at COIC’s discretion.

2.5.2 **Cost Reimbursement.** This agreement is based on a partial up-front advance and the remainder cost-reimbursement method of payment.

2.6 Expenditure Considerations. On full execution of the Agreement, the amount of \$1,078,518.00 will be made available based on Schedule 2.1 Section B for expenditures having had occurred between the period of January 10, 2023, and June 30, 2023. After July 1, 2023, and following expenditure of any initial funding, the remaining Grant Funds will be available for Authorized Expenses incurred from July 1, 2023, to January 10, 2024, based on Schedule 2.1. The total Grant Funds amount will equal the initial funding amount available prior to June 30, 2023, plus the funding amount available for expenditures following July 1, 2023.

2.7 Budget Line Flexibility. Budget Line Flexibility applies separately to each fund shown within the budget. Any requested exceptions to the following limitations require prior approval and budget modification or waiver:

2.7.1 Expenditures by Fund may not exceed Fund budget total(s).

2.7.2 No single personnel line item may be over-expended.

2.7.3 Over-expenditure of indirect costs are not allowable.

2.7.4 Expenditures by cost category (ex. Personnel, operating costs, participant costs) may not exceed cost category budget totals.

2.7.5 With the exception of personnel, indirect and support services, which cannot go over budget with approval and budget modification, line items within a cost category (ex. Operating costs, participant costs) may be over or under budget as long as the category in total does not exceed budget.

2.8 Any grant funds disbursed to Subrecipient under this Agreement that exceeded the amount to which Subrecipient is entitled or are expended in violation or contravention of one or more of the provisions of this Agreement, or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to COIC unless otherwise agreed to by COIC in writing.

3. RELATIONSHIP

3.1 Taxes. COIC will not withhold any taxes from any payments made to Subrecipient, and Subrecipient will be solely responsible for paying all taxes arising out of or resulting from Subrecipient's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

- 3.2 Licenses.** Subrecipient will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.
- 3.3 No Agency Relationship.** The agreement does not create an agency relationship between COIC and Subrecipient and does not establish a joint venture or partnership between COIC and Subrecipient. Subrecipient does not have any authority to bind COIC or represent to any person that Subrecipient is an agent of COIC.
- 3.4 Oregon Public Contract Provisions.** The contract is subject to the Oregon Public Contract Provisions in Exhibit B. These provisions are updated periodically, and new applicable provisions shall be applied.
- 3.5** 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 shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 1.2, Schedule 2.1, this Agreement without Exhibits, Exhibit A, Exhibit B and Exhibit C.
- 4. REPRESENTATIONS AND WARRANTIES.**
- In addition to any other Subrecipient representation or warranty made in this Agreement, Subrecipient represents and warrants to COIC as follows:
- 4.1 Authority and Binding Obligation.** Subrecipient is duly organized, validly existing, and in good standing under applicable Oregon law. Subrecipient has full power and authority to sign and deliver this agreement and to perform all of Subrecipient's obligations under this Agreement. This agreement is the legal, valid, and binding obligation of Subrecipient, enforceable against Subrecipient in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 4.2 No Conflicts.** The signing and delivery of this Agreement by Subrecipient and the performance by Subrecipient of all of Subrecipient's obligations under this Agreement will not (i) breach any agreement to which Subrecipient is a party, or give any person the right to accelerate any obligation of Subrecipient, (ii) violate any law, judgement, or order to which Subrecipient is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.
- 4.3 Licenses.** Prior to Subrecipient's execution of this Agreement, Subrecipient obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.
- 5. COVENANTS**
- 5.1 Quality of Service.** Subrecipient will perform Services in accordance with industry standards and to the standard of care that other similar professionals would perform the same work, in the same locality, at the same time, and under the same conditions. Subrecipient will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement.

5.2 Insurance. Subrecipient will refer to Exhibit A, attached and incorporated herein, for insurance specifications. Subrecipient's program of self-insurance may be used to meet the insurance requirements of Exhibit A.

5.3 Workers' Compensation Insurance. Subrecipient will comply with Workers' Compensation Insurance referenced in Exhibit A.

5.4 Compliance with Laws. Subrecipient will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Subrecipient will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Subrecipient's business and perform the Services.

5.5 Indemnification. Subrecipient will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damages to person or property caused directly or indirectly by the intentional misconduct, recklessness or negligence of Subrecipient and/or Subrecipient's Representatives (as defined below), and/or (iii) Subrecipient's failure to pay any tax arising out of or resulting from the performance of the Services. Subrecipient's indemnification obligation provided herein will survive the termination of this agreement.

Subrecipient shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against all claims, actions, liabilities, damages, losses, or expenses, including attorney's 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 intentionally wrongful acts or omissions of the Subrecipient, or any of its officers, agents, employees, or subcontractors ("Claims")

Neither Subrecipient, nor subcontractor(s), nor any attorney engaged by Subrecipient or its subcontractors, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that any part is prohibited from defending State or that any party is not adequately defending State's interests, or that an important government principle is at issue or that it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Subrecipient if State elects to assume its own defense.

6. DOCUMENTATION AND RECORD KEEPING

6.1 Records. The Subrecipient shall maintain complete and accurate records concerning all services performed. Subrecipient shall establish and maintain records sufficient to enable COIC to (i) determine whether the Subrecipient has complied with this agreement, applicable local, State, and Federal statutes and regulations and the terms and conditions of the funding and (ii) satisfy recordkeeping requirements applicable to the Subrecipient.

6.2 Access and Retention. Subrecipients records concerning the Services, including, without limitation, Subrecipients time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request. The Subrecipient shall allow COIC, and other authorized representatives of the state and federal government, access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit for the project unless a longer period is required to resolve audit findings or litigation. In such case, it will be requested for a longer period of retention.

6.3 Remedies. With or without inspecting or auditing Subrecipient's records, documents, etc. as provided for in subsection 6.2 and with or without first terminating this agreement, if COIC determines that Subrecipient has misused, misapplied, or misappropriated funds disbursed to it under this agreement, Subrecipient, upon COIC's demand to do so, shall immediately return to COIC any or all funds disbursed under this agreement.

7. WARRANTY

7.1 Subrecipient warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Subrecipient and by mutual agreement between the Parties, the Subrecipient, without additional compensation, will correct those services not meeting such a standard.

8. CONFIDENTIALITY AND NONDISCLOSURE.

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Subrecipient will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Subrecipient may (i) use Confidential Information to perform Subrecipient's duties, (ii) disclose Confidential Information on a need-to-know basis to Subrecipient's Representatives who are informed by Subrecipient of the confidential nature the Confidential Information and the obligations of Subrecipient under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Subrecipient promptly notifies COIC of the order and complies with any applicable protective or similar order. Subrecipient will cause Subrecipient's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Subrecipient's Representatives" means Subrecipient's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1-8.4 of this Agreement.

8.2 Notification and Assistance. Subrecipient will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information

and/or any Subrecipient breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Subrecipient and/or Subrecipient's Representatives without COIC's specific prior written authorization, and (iii) exert Subrecipient's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, Subrecipient will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Subrecipient, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Subrecipient or any other person.

8.3 Equitable Relief. Subrecipient acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Subrecipient will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or specifically to enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by Subrecipient, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information

9. TERMINATION

9.1 Termination of Agreement. Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of COIC and Subrecipient. In the alternative, either party herein may terminate this agreement without cause upon delivery to the other party of not less than thirty (30) days written notice.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Subrecipient upon the occurrence of any of the following events: (i) Subrecipient engages in any form of dishonesty or conduct involving moral turpitude related to Subrecipient's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Subrecipient fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Subrecipient's performance of the Services due to Subrecipient's breach of its obligations under this Agreement; (iv) Subrecipient breaches or otherwise fails to

perform any Subrecipient representation, warranty, covenant, and/or obligation contained in this Agreement; and/or COIC determines that Subrecipient has misused, misapplied or misappropriated funds disbursed to it under this agreement.

9.3 Consequences of Termination. Upon termination of this Agreement as set forth in Section 9.2, COIC will not be obligated to reimburse or pay Subrecipient for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Subrecipient will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Subrecipient. COIC will pay Subrecipient for services (referenced in Schedule 2.1) performed up to termination, upon detailed invoicing from Subrecipient to COIC. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this Agreement, Subrecipient shall promptly pay any excess to COIC.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.4.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

9.4.2 Subrecipient shall not incur obligations or liabilities after Subrecipient receives proper Notice of termination.

9.5 Default. Subrecipient will be in default under this Agreement upon occurrence of any of the following events:

9.5.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreement, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Schedule 1.1 and such failure is not remedied within thirty (30) days following notice from COIC specifying such failure; or

9.5.2 Any representation, warranty, or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

9.5.3 Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by COIC in its sole discretion.

9.6 Default Remedies. In the event Subrecipient is in default under Section 9.5, COIC may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 9, (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 recover of overpayments under Section 2 and Section 6 of this Agreement or setoff, or both.

9.7 Notice of Default. Prior to any termination of this Agreement by COIC pursuant to Section 9, COIC will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient 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 COIC. Subrecipient shall have 10 days to accept such offer. If Subrecipient does not accept such offer within such 10-day period, COIC may terminate this Agreement upon 10 days' written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by COIC. Following the meeting, COIC shall make a determination, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If COIC's written notice states that COIC does not agree to such proposal, or if COIC accepts such proposal but Subrecipient does not satisfy the terms of the proposal, COIC may terminate this Agreement upon 10 days of written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 10-day notice period.

10. MISCELLANEOUS

10.1 Severability. Each provision contained in this agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any Notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:

Central Oregon Intergovernmental Council
Attn: Contracts
1250 NE Bear Creek Road
Bend, OR 97701
contracts@coic.org

To Subrecipient:

Trevor Stephens
63360 NW Britta St. #2
Bend, OR 97701
Trevor.Stephens@deschutes.org

- 10.3 Waiver.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Subrecipient. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.
- 10.4 Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Subrecipient has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.
- 10.5 Assignment and Binding Effect.** Subrecipient will not assign any of Subrecipient's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Subrecipient's assignment of any of Subrecipient's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.
- 10.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.
- 10.7 Amendment.** The Agreement may be amended only by a written agreement signed by each party.
- 10.8 Further Assurances.** At any time upon the request of COIC, Subrecipient will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and carry out the intent of this Agreement.
- 10.9 Additional Provision and Attachments.** All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the Parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Binding Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Subrecipient will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the Parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

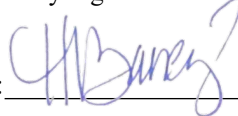
10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the identity of the Parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above but effective as the effective date.

COIC:

Central Oregon Intergovernmental Council
an Oregon entity organized under ORS Chapter 190

Signature:  _____

By: Tammy Baney
Its: Executive Director

Subrecipient:

Deschutes County Adult Parole and Probation
a political subdivision of the State of Oregon

Signature: _____

By:
Its:

Schedule 1.1

Scope of Work
Description of Services

1. **See attached pdf.** Subrecipient EO 23-02 Funding Application.
2. **Reporting Requirements.**
 - a. **Shelter Bed Capacity Reporting.** If subrecipient uses funds under this Agreement to add new shelter bed capacity, a narrative update must be provided to COIC by the 15th day of the month following the period billing, but no less frequently than monthly. Narrative update shall include milestones, success measures, outcomes, obstacles, and impacts of the project. Reporting required for all periods in which shelter bed capacity is being added.
 - b. **Homeless Management Information System.** Subrecipient must enter all appropriate and necessary data into Homeless Management Information System (“HMIS”) at the time of client intake, if applicable, or at such other times required, or require subcontractors providing the Services for which funding has been provided under this Agreement to enter. Exceptions are only allowed with prior written approval provided from State via COIC.
 - c. **Data Collection and Evaluation.** Subrecipient, or subcontractors providing the Services for which funding has been provided under this Agreement, are required to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS). HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally. Subrecipients are required to review this Agreement and ensure data standards are implemented in HMIS specifically for participants as applicable to the EO and this funding. Data requirement specifics shall be made available to Subrecipients upon request.
 - d. **Additional Reporting.** Subrecipient shall provide additional reports and shall cooperatively attend meetings as reasonably requested by COIC or State.

Project Contact Name:

Enter the name of the individual responsible for responding to questions about the application.

Trevor Stephens

Organization:

Enter the name of the organization submitting the supplication.

Deschutes County Adult Parole and Probation and Community Treatment Provider or Housing Provider

Contact Email:

Enter the email address of the individual responsible for responding to questions about the application.

Trevor.Stephens@deschutes.org

Contact Phone Number:

Enter the phone number of the individual responsible for responding to questions about the application.

+15413308261

Entity Type:

Please select your organization's entity type.

Government

State Where Registered:

Where is your legal entity registered?

Oregon

HMIS:

Your organization will contribute information to the Homeless Management Information System

true

Universal Data Elements:

Your organization agrees to input all of the [Universal Data Elements](#) for each client involved in your program

true

Low Barrier:

Your organization agrees to abide by low-barrier principles for its clients. *Low Barrier means a program that does not require any of the following for a client to participate in one of the programs: (i) criminal background checks, (ii) credit checks or income verification, (iii) program participation, (iv) sobriety, or (v) identification. Low Barrier programs may enforce safety requirements for self, staff, place, and/or others.*

true

Client-Centered, Housing First:

Your organization agrees to provide client-centered, housing-first case management supports. A client-centered case management approach ensures that the person who has experienced homelessness has a major say in identifying goals and service needs, and that there is shared accountability. Case management must focus on housing assessment, placement and housing stability.

true

Provide Information and Report:

In order to assist COIC in meeting the State's Reporting Requirements, you agree to supply COIC with any and all requested information related to meeting contractual obligations under EO 23-02. *Reporting expectations can be found on page 20 of the State's draft contract language:*

<https://www.coic.org/wp-content/uploads/2023/03/EO-23-02-Grant-Template-Final-2023-03-21.docx>

true

Project Complete by 1/10/2024:

The deadline to have a project up and running is January 10, 2024. Your organization agrees that the project will be complete and operating at full capacity by January 10th, 2024.

true

Project Goal:

Select the goal your project will address.

Creating 111 New Shelter Beds

Project Overview:

Please provide an overview of your proposed project and explain how your project will make and measure impact towards the goal by January 10th, 2024. Go into as much detail as possible to explain your full project concept. Please include a section that specifically explains how your project will make a measurable impact toward one of the two goals above.

Deschutes County, in partnership with a private entity/or local non-profit housing provider, is proposing to acquire a residential 4+ bedroom home located in Deschutes County to rehouse two single-households from unsheltered homelessness, and add eight new shelter beds for people 18 and over who identify as males and who are on Deschutes County Parole & Probation community supervision for conditions that restrict proximity to minors and/or require sexual offense registration. The project will prioritize men who identify as Black, Indigenous, Latinx, Asian and People of Color and men who are medically vulnerable or veterans. This project will serve up to two rehoused individuals and eight transitional shelter individuals at any time, approximately 24 individuals per year.

Individuals in our proposed population are amongst the most vulnerable Oregonians experiencing homelessness, as they face lifelong barriers and restrictions to where they are legally and socially permitted to reside, work or socialize, whether they are completed with obligations to repair harm they have caused or are still on supervision. In addition to the detrimental impact on individuals themselves, continual ostracization and inability to reintegrate into their communities creates a much higher risk to reoffend or require continued use of public safety and public health system resources. Vulnerability and risk only increases when individuals are also members of marginalized populations such as being Black, Indigenous, Latinx, Asian and People of Color (BILAPOC) or medically vulnerable. No one is safe when individuals with restrictive conditions based on prior criminal history are left with no options but homelessness.

The need in Deschutes County is clear. There are approximately 180 individuals on supervision in Deschutes County with conditions that restrict proximity to minors and/or require sexual offense registration, 98% of whom identify as male. Approximately 8% identify as Black, Indigenous, Latinx, Asian and People of Color. Currently approximately 12% of white men and 14% of BILAPOC men are homeless; 5% of white men and 29% of BILAPOC men are in jail; and 4% of white men and 7% of BILAPOC men are in transitional housing. These are higher rates than men on supervision with less restrictive conditions. Deschutes County is an expensive and limited rental or ownership market, and with eligibility restrictions for most supported shelter or housing options, clients with this type of supervision are disproportionately low-income and without pro-social and supportive personal networks to rely on. This population also faces marginalization when it comes to general low barrier shelter services that exist, given public safety concerns based on restrictions with minors. On average 25-35 clients at any time are camping, sleeping in trailers on public land, utilizing low-barrier shelters if no minors are present, or in a constant state of emergency trying to figure out where they will stay each night.

This project is a public/private/non-profit partnership that adds shelter beds and housing units to address these needs. Deschutes County if awarded these funds will work with one of our contracted private treatment providers or one of our contracted community housing/shelter providers to locate and

acquire one residential home with 4+ bedrooms in Deschutes County to provide up to eight low barrier shelter beds in two of the rooms, and low barrier two housing units (single occupancy bedroom with locked door and lease or rental agreement) to rehouse currently homeless individuals on supervision with Deschutes County Parole & Probation with conditions that restrict proximity to minors and/or require sexual offense registration. We have several providers we work with contractual and have one provider in particular who has expressed interest in this project. We are still working out details but if awarded the funds we will either work with a private treatment provider or one of our local non-profit contractual providers. The provider will develop the program in partnership with Deschutes County, hire and provide staff that will serve in house management capacity. Both the provider and Deschutes County will provide operation support up-to some level of case management. Deschutes County administrative staff will provide administrative and sub contractual oversight and program evaluation, Parole & Probation Officers will refer eligible individuals, work in partnership with provider and assist with case management and supervision based on each individual's supervision plan and needs. Together we seek to mitigate emergency and urgent sheltering needs of this population, provide options for long-term housing in a safe and supportive environment, and offer robust case management and service opportunities for residents as they complete their community supervision requirements and get back on their feet, rebuild lives and become productive community members.

Shelter bed case management and services include:

Stability (1 to 90 days): Individuals who have independent housing options and acceptable personal networks in the near-term but require short-term shelter while those plans are finalized

Transition (1-180 days): Individuals transitioning to community from prison/jail with no current independent and acceptable shelter options, but who have an ultimate plan/capability for independent housing or acceptable personal networks.

Case management opportunities available as needed and desired include readiness, short-term goal setting, housing plans, and treatment readiness if necessary.

Housing case management and services include:

Individuals with limited income insufficient for private rental or housing market and no independent or acceptable other shelter options or personal networks who may require long-term residence.

Case management opportunities available as needed and desired include independent living, housing or other benefits coordination.

Number of Clients or Units:

Enter the number of clients your project will serve/units your project will make available. This question helps us ensure we meet the goals of the funding allocation.

Detailed Project Budget:

Submit a detailed project budget that outlines your expected costs through the grant term. Please be sure to include funding from outside sources if it will be utilized.

https://api.typeform.com/responses/files/f9add465f7cd9066deef0bbf0b74431c0b14b2781ba2acf00c313b164aec5198/Parole_Probation_EO_23_02_Budget_TS_05_08_2023.xlsx

Maximum Amount of Funding Requested:

Enter your funding request for this opportunity here.

1078518

Budget Contingency:

We can't guarantee that all applicants will be granted their full funding request. Can your project be scaled down if your full request cannot be awarded? If so, please describe what parts of your request are able to be scaled down, if any.

Yes, we could scale down our acquisition request, and either purchase a smaller residential single-family home or seek a mortgage loan to offset the difference.

Grant Experience:

Does your organization have experience with government grants? If yes, please provide details about your grant experience.

Deschutes County is one of the largest employers in the county with a well-regarded Finance department providing robust support of departments who pursue, are granted and implement state and federal grants. Additionally, Parole & Probation's budget (approximately \$9M annually) is approximately 85% funded with 4-8 state grants at any time, all of which are regulated through Intergovernmental Agreements. We have sufficient administrative focused staff who manage the multiple types, timeframes and requirements for financial, evaluation, operational and administrative monitoring and reporting. We have multiple services contracts that guide program and service delivery by community-based organizations where the funding source is government grants. We have never been sanctioned or required to return funds or correct reporting. We will bring the highest quality and standards to implementing, monitoring and reporting Emergency Order funding if our project is awarded. Additionally, we have sought and will continue to seek assistance and coordination with Deschutes County's Coordinated Houseless Response Office (CHRO) to ensure compliance and adherence with best practices in all elements of this grant. The CHRO has committed to provide ongoing technical assistance for our team to ensure continued success through implementation and completion.

Financial Reporting:

We want to ensure that you are prepared to satisfy the financial reporting requirements of this funding opportunity. Please explain how you will meet the financial reporting requirements.

The Deschutes County Finance department which ultimately supports and maintains standards at all departmental levels, maintains the highest quality of financial and regulatory audits and has been recognized as such in the state of Oregon for decades. The Parole and Probation budget is approved through the county's annual budget process. We provide monthly financial statements to the Finance department which provides review and forwards for county administration and elected official review. The county uses an integrated financial information system with appropriate controls and checks and balances for all revenue and expense processes. Community-based or private partners entering into financial agreements are paid as vendors set up and monitored within the financial system with several layers of oversight and balance. Deschutes County Parole and Probation has an administrative team that can provide the support necessary to meeting the reporting requirements both internally and in partnership with the selected provider.

Additional Funding:

Is your project intended to be solely funded through Executive Order funding, or will you seek/have you sought funding elsewhere?

We have secured funding from elsewhere.

Additional Funding Secured:

If you have secured other funding, how much additional funding has been secured?

Our project matches operational funding (\$30,618.50) from existing public sources already secured by Deschutes County Parole and Probation. These funds will contribute to the fiscal year remainder after January 10th, and ongoing in future fiscal operating years.

Project Sustainability:

We are hopeful that projects awarded under this one-time funding opportunity will maintain operations after January 10th, 2024. Please tell us your plan for sustaining operations after this funding has expired.

After January 10, 2024, Parole & Probation will continue to provide the parole and probation officer staff time and the analyst staff time.

Adult Parole and Probation will contract with a provider for the house management role. Funding for this plus operations of the house will be covered by Parole and Probation through department of corrections funding, grants, housing subsidies, available county funding, and well as rental/lease agreements for the individuals occupying the two housing units

We also receive regular Department of Corrections funding to support clients on supervision and

transitioning out of prison. We would continue to seek these funding streams and prioritize this population if we had the stable resource.

Client Eligibility:

Explain how you will implement client eligibility requirements. For instance, this funding is intended to support low-barrier beds; explain how you will ensure low-barrier principles are centered in your program offerings. As another example, list the criteria clients must meet to be eligible for the program

As a program that specifically serves those with criminal backgrounds, we will center low-barrier principles throughout. Individuals on supervision will have individualized obligations and/or restrictions that will be monitored by their Parole & Probation Officer/s. These may include conditions that require sobriety or participation in a treatment program for that individual. No credit checks, identification or other requirements exist.

Eligibility criteria are:

1. People identifying as male who are 18+ and on community supervision with the Deschutes County Parole & Probation department with conditions associated with criminal convictions that (1) restrict proximity to minors; or (2) require them to register with the state of Oregon as sexual offenders.

Prioritization criteria are (in order):

1. BILAPOC
2. Medically vulnerable
3. Veteran

Coordinated Entry:

Explain how you envision sourcing clients from [Coordinated Entry](#) in your program. Maximizing the number of providers utilizing Coordinated Entry is recognized as a Best Practice, and projects that prioritize clients from Coordinated Entry will receive priority in funding decisions.

We will provide our program eligibility and prioritization to the Coordinated Entry System (CES) lead at NeighborImpact for upload as a program in CES. While the program's single eligibility criteria will likely mean that referrals come from and go to Parole & Probation, we will utilize CES to assist with consistent and equitable application of prioritization and vulnerability principles, and system-wide data performance metrics.

Impact on Disproportionately Affected Populations:

Early in the MAC process, the group identified subpopulations that are disproportionately more likely to experience unsheltered homelessness in Central Oregon. Please tell us if your project will impact any of these subpopulations.

BIPOC, Medically Vulnerable, Veterans

Targeting Subpopulations:

If your project will specifically impact one or more identified subpopulations, explain how exactly you will target that subpopulation and what steps you will take to ensure that the services provided are relevant, appropriate, and aligned with the desired outcome. Consider things like - staff hiring, training, outreach, program evaluation, and provision of culturally responsive services

BILAPOC individuals are our first prioritization population. BILAPOC individuals on supervision with conditions described in our program experience disproportionate homelessness and jail compared to their white counterparts. For this reason, they are our first priority subpopulation.

Medically vulnerably individuals are the second priority subpopulation for our program. Conditions described in our program are often lifelong, meaning that our eligible population has a disproportionate number of aging men, which increases risk for medical vulnerability. Unsheltered homelessness also increases risk for morbidity and mortality, and individuals with high rates of institutionalization and homelessness frequently experience worse health outcomes compared to their counterparts.

Veterans are the third priority subpopulation for our program. Veterans are more likely to experience unique trauma-related disorders and barriers than other populations.

This program serves only people who identify as male and are on community supervision with the Deschutes County Parole & Probation department with conditions associated with criminal convictions that (1) restrict proximity to minors; or (2) require them to register with the State of Oregon as sexual offenders. As such, the Department of Parole & Probation will be intimately involved in program development and implementation from the administrative and evaluation staff, to caseload carrying Parole & Probation Officers and supervisors. Parole & Probation has caseload specific officers and expertise in assessment, treatment and services provision for individuals on supervision for the types of offenses that lead to the conditions described in this program. We see firsthand the impact of conditions that prevent rehabilitation and reintegration, and are eager to collaborate and provide this vital public safety resource.

Our partner will be an established substance use disorder treatment and sober housing provider in our region, or a nonprofit housing/shelter provider. They will be subject matter experts and caring, compassionate providers of services for individuals involved with community supervision. While working with the subpopulation described in this grant will be new for them, their administrative and treatment staff are well trained in best practices working with justice-involved individuals. Our contracted providers will have experience in property ownership and management and be well-versed in the safety and security, structure and support needed to provide compassionate, supportive residential environments for justice-involved individuals.

Region Served:

This question helps us keep track of the regions in Central Oregon that are served through the funding. What region(s) will you serve?

Bend, Redmond, Sisters, La Pine, Rural Deschutes County (outside City limits)

Partnerships:

We encourage partnerships to ensure the greatest impact. Please let us know who your project will partner with and what services they will provide. Explain if your partnerships are established (MOUs, IGAs, Contracts, etc) or still being discussed

The primary partners for this project will be one of our contracted local private Treatment providers or contracted housing/shelter providers, but we have multiple established partnerships through contract, MOU or other written agreement to assist us in providing best practices for the population described in this proposal. Contracts for this project are still being discussed, but will be in place prior to acquisition and start up. We have yet to determine if the county or the provider will acquire the property. The provider will operate the program/operations piece with support from Deschutes County. Operations will include house- and case-management services to include housing and employment navigation, health and treatment connections and support, and barrier-identification and removal. Operations will also include safety and security, house rules and management, and coordination with Parole & Probation Officers working with shelter and housing residents.

In addition to whichever provider we team with we also have multiple established partners we will work with to ensure program success. These include Maritza Encinas, with whom we have a services contract to provide sexual offense treatment and who provides most of the treatment that many eligible individuals will currently be in as part of their supervision conditions. We frequently work with and have existing contracts with Turning Points Recovery Services and Pfeifer & Associates, which provide other substance use disorder treatment providers. Many people with the supervision conditions described in this program have substance use disorder treatment needs in addition to other conditions. Over the past year, we have developed a close working relationship with Lighthouse Navigation Center, a low barrier shelter that will from time to time admit minors. As one of the few resources for people experiencing homelessness who have the supervision conditions described here we have worked closely and developed a written protocol to notify and manage safety risks when both minors and Parole & Probation clients are present in the facility. Shepherd's House which is the parent organization for Lighthouse Navigation Center, also operates a faith-based housing and program for people with the supervision conditions described here. We will continue to work with them as subject matter experts and partners in providing compassionate care that understands the unique accountability and public safety considerations of the population.

Finally, we have consulted closely with the Deschutes County Coordinated Houseless Response Office (CHRO) in pursuit of solutions to the needs identified in this proposal. Should we be granted funding for this program, we will continue to seek advice and assistance from the office to ensure we join best practices in the shelter and housing field with that of the sexual offense supervision field.

Prior Project Experience:

Please explain your organization's experience with what has been proposed in your application. If your experience in an area is limited, please speak to other relevant experience that shows your ability to

execute your proposed project effectively. This could be lived experience, experience utilizing a program, or experience creating similar programs in other areas.

Deschutes County Parole & Probation has experience with the specific population and working with the private sector and community-based providers on the types of services described in this proposal, as well as lengthy experience contracting with substance use treatment and/or transitional housing in the community, both formal and informal.

Previously the owners of the former Tom Tom motel on Highway 97 in Bend offered and for approximately five (5) years found a sustainable manner to offer their location as a safe and welcoming residential option for men on community supervision with Deschutes County Parole & Probation with conditions that restrict proximity to minors and/or require sexual offense registration with the state of Oregon. From there, we developed a very informal but close partnership and an opportune learning experience for us, and sustainable housing for the vulnerable population we described for a good period of time.

Lessons learned include how to understand, mitigate and set residents up for success in relation to the unique public safety needs and risks associated with the population; the preferred level of house and case management that would be beneficial to create safe and productive residential communities; and the absolute crucial need for close communication and collaboration between Parole & Probation and house managers.

We also learned that that level of commitment and attention required to provide adequate support and safety and security is more than an informal agreement can provide. This informs our desire for the program model we propose here, where a house manager is paid to provide professional level oversight, support a partnership with Parole & Probation.

Additionally, Parole & Probation has multi-thousand dollar contracts with a variety of structured transitional or shelter resources in the county, including Bethlehem Inn, Turning Points Recovery Services, Pfeifer & Associates, private Oxford houses etc. We have administrative expertise, established referral process and other support in assisting Parole & Probation Officers to connect their clients with shelter and housing needs. We will not be recreating brand new systems or structures to start up and assist with operating the program described in this proposal. We are ready to plan and implement if our program is funded.

Expected Challenges:

We know that this project will not be easy. Please explain areas you are expecting challenges with your project and explain your plan(s) for overcoming expected challenges.

Expected challenges for our project relate only to property acquisition:

Location restrictions due conditions of supervision of the eligible population. The County and the provider will work with specialty realtor assistance, and lean upon its expertise in citing other treatment or transitional residential homes.

Housing market in Deschutes County. Deschutes County and the provider will work with specialty realtor assistance and be flexible in finding affordable areas of the county to pursue.

Neighborhood and community safety concerns. The selected provider will have experience in siting and managing safety concerns of neighbors and community based other treatment or transitional home development. We will also seek to locate a property that is distant from close neighborhoods. As the property will need to be more than 1,000 feet of schools, daycare facilities or parks it is likely that the neighborhood will be sparse and/or remote. We will create a clear safety plan, including installation of security systems on the property itself and share information as needed and productive with any neighbors.

Resident safety concerns. People on community supervision with the conditions described in this program face real safety threats that arise from being identified as “sex offenders.” We will need to balance the public’s right to notification where applicable, public safety risk, and risk to safety of residents themselves. Careful and mutual planning will need to occur with the provider and the county.

Success Measures, Outcomes, and Impacts:

Explain what success will look like, for you, in your project.

House purchased by September 2023

Operations Plan completed by September 2023

First residents move in October 1, 2023

Eight individuals sheltered by November 1, 2023

Two formerly unhoused individuals rehoused by November 1, 2023

75% of sheltered individuals transition to next level of housing stability when they depart

85% of residents remain crime free while receiving services

50% of operations costs covered by rental income or other self-sustaining revenue by March 1, 2024

Meet all program compliance requirements, outcomes, and reporting

Contribute to COIC's 'lessons learned' report to the State

Relevant Milestones:

Please review the list of milestones and system improvements actions starting on page 15 of the following document and explain how your project will help contribute to their success:

<https://www.coic.org/wp-content/uploads/2023/04/EO-23-02-Submission-2023-03-31.pdf>

In addition to the milestones identified above, our program will:

March 2023: Establish regional priorities and barriers to achieving those priorities.

Our program will support learning on priority populations, siting specialized population programs; public-private partnerships that join public service and market practices amongst others.

April 2023: Deal-making/Partnership Brokering among organizations with complimentary programs

May 2023: Work with CHRO to develop and submit application narratives and budget; prepare for receipt of awarded funds.

We seek to maximize the role of the private or nonprofit markets in creating mutually beneficial revenue streams that can support housing costs of our population. Based on challenges with location siting or operational costs we seek to help learn and create synergies where possible.

Additional Help:

Are you interested in receiving technical assistance help with program implementation, reporting, fiscal administration, etc.?

true

Help Requested:

How would you like us to help you?

Role of Parole & Probation in working with private entity for property acquisition oversight

Ensuring best practices in federal and state housing regulations and field while we also ensure best practice in community supervision field with this population.

Continued technical assistance received from CHRO, in conjunction with COIC and the State.

Schedule 1.2

Schedule of Services

Subrecipient will perform the Services in accordance to the following schedule:

- RFP/Bid Processed Designed and Ready to Launch by Middle of August at latest.
- 30 Day RFP/BID process.
- Provider selected by end of September.
- October and November 2023 find and site location.
- Purchase home by end December 2023.
- Operations Plan completed by November 2023.
- Revise operation plan based on location.
- First residents move in January 1, 2023.
- Six to Eight individuals sheltered by January 1, 2023.
- Two to four formerly unhoused individuals rehoused by January 10, 2023.

Schedule 2.1

Compensation and Reporting

COIC will pay Subrecipient in accordance with the following compensation schedule:

1. Compensation.**A. Monthly Invoice**

- a. Subrecipient will submit monthly invoices to COIC concerning the Services performed by Subrecipient during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information as applicable to the project:
 - i. a summary of the Services performed by Subrecipient;
 - ii. the number of hours each person spent to perform the Services;
 - iii. the applicable hourly billing rates;
 - iv. related invoices from vendors and subcontractors; and
 - v. any other information reasonably requested by COIC.

COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. No compensation will be paid by COIC for any portion of the Services not performed. COIC’s payment will be accepted by Subrecipient as full compensation for performing the Services to which the applicable Invoice relates.

B. Disbursements Generally

- a. COIC shall disburse the Grant Funds upon receipt and acceptance of Grantee’s disbursement request according to the following schedule:
 - i. \$900,000 of Grant Funds available upon execution of this Agreement for acquisition.
 - ii. Remainder of Grant Funds may be requested monthly for reimbursement of project costs.

C. Advancement of Funds

- a. For Subrecipients requesting cash advances, the Subrecipient must submit advance payment request to cover projected costs incurred within a reasonable time period. Subrecipient will provide a reporting of actual expenditures – separated by line item and fund source – each month, within 15 days of month end. Subsequent advances may be adjusted to reflect reconciliation of prior month advances to actual expenditures. Subrecipient may request advancement of funds for personnel and payroll related expenses to cover up to a one-month period.

2. Financial Billing Requirements

- a. **Billing Due Dates.** Subrecipient shall submit to COIC’s Fiscal Contact all contract billings by the 15th day of the month following the period billing, but no less frequently than monthly. Subrecipient shall submit billing workbooks and cash request forms as created and provided by COIC for monthly and final billings, including all required signatures. The payment request shall include a reporting of actual expenditures – separated by line items and fund source.

- b. Final Billing for Close-Out.** All Contract billings shall be submitted by 30 days after end of contract. This will constitute the final contract billing request for the Contract. No charges submitted more than 30 days after end of contract will be reimbursed. COIC may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with the agreement.

- 3. See Attached PDF.** Subrecipient Budget

Organization Name: Deschutes County Parole & Probation
 Project Name:

CASH REVENUE	TOTAL ANNUAL BUDGET	THIS EO 23-02 REQUEST	SECURED FROM OTHER SOURCES
Private Contributions (Individual and Business)	-	-	0
Private Foundation Funding	-	-	0
Government Funding	209,136.50	178,518.00	30618.5
Earned Revenue	-	-	0
Other (please list):	-	-	0
TOTAL CASH REVENUE:	209,136.50	178,518.00	30618.5

TOTAL CASH EXPENSES

Personnel:

Salaries - 1 FTE House Manager; .15 Parole and Probation Officer .25 FTE Parole & Probation Analyst; .25 Parole & Probation Operations and Business Manager (only needed for first 6 months for acquisition and program development) (includes all Fringe Benefits).	185,136.50	157,518.00	27618.5
Associated Payroll Expenses (e.g. benefits, taxes, workers compensation, etc)	-	-	0
Personnel subtotal:	185,136.50	157,518.00	27618.5

Non-Personnel Operating Expenses:

(e.g. supplies, program expenses, rent, utilities, professional services, etc.)

Insurance (one time yearly fee, pay upfront)	6,000.00	6,000.00	0
Utilities	6,000.00	3,000.00	3000
Supplies (buy enough supplies during grant period to last for 1st year)	6,000.00	6,000.00	0
Maintenance/Repairs	6,000.00	6,000.00	0
Mileage	-	-	0
	-	-	0
	-	-	0
Non-Personnel subtotal:	24,000.00	21,000.00	3000

Fiscal Sponsor Fee (if applicable):

-	-	0
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Capital Expenses:

(e.g. construction/rennovation costs, durable equipment, land acquisition, etc.)

	-	-	0
	-	-	0
	-	-	0
	-	-	0
	-	-	0
Capital Expense subtotal:	-	-	0

TOTAL CASH EXPENSES:

209,136.50	178,518.00	30618.5
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NET CASH REVENUE/EXPENSE:

-	-	0
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In-Kind Contributions (if applicable):

(e.g. value of volunteer hours, supplies/materials, donated services, etc.)

	-	-	0
	-	-	0
	-	-	0
	-	-	0
	-	-	0
In-Kind Contribution subtotal:	-	-	0

In-Kind Expenses (if applicable):

(e.g. value of volunteer hours, supplies/materials, donated services, etc.)

	-	-	0
	-	-	0
	-	-	0
	-	-	0
	-	-	0
	-	-	0
In-Kind Expense subtotal:	-	-	0

EXHIBIT A

Contractor Insurance Requirements

GENERAL.

Contractor (including its subcontractors, agents, etc.) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

TYPES AND AMOUNTS.

i. **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). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage: \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), \$4,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate.

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

\$2,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. **PROFESSIONAL LIABILITY INSURANCE.** Professional liability insurance with limits of not less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include the Central Oregon Intergovernmental Council, its

officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

Exhibit B Oregon Public Contract Provisions

1.DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

2.INSPECTIONS: Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

3.PAYMENT: Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

4.STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5.REPRESENTATIONS AND WARRANTIES: Contractor represents and warrants that: (a) the Goods are new, current, and fully warranted by the manufacturer; (b) Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture; (c) Contractor shall comply with the tax laws of this state and all political subdivisions; and (d) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

6.TERMINATION: (i) The Parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision, including the representations and warranties related to liquidated and delinquent debt, or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

Failure to comply with the tax laws of this state or any political subdivision or violation of Contractor's warranties related to compliance with the tax laws of this state and any political subdivision of this state also constitutes a material breach of this PO. Any violation entitles Agency to terminate this PO, to pursue and recover any and all damages that arise from the breach and the termination of this PO, and to pursue any or all of the remedies available under this PO, at law, or in equity, including but not limited to: termination of this PO in whole or in part; collection by administrative offset or garnishment, if applicable, or withholding amounts otherwise due and owing to Contractor without penalty.

7.HOLD HARMLESS: *Contractor shall indemnify, defend, and hold harmless the State and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the intentional misconduct, recklessness or negligent activities of Contractor, its officers, subcontractors, agents, or employees under this PO.*

8.GOVERNING LAW, JURISDICTION, VENUE: This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or consent to the jurisdiction of any court.*

9.FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to

Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10.ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the Parties to the PO and their respective successors and assigns.

11.ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives, access to the Records, including reviewing, auditing, copying, and making transcripts.

12.COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

13.WORKERS' COMPENSATION: Contractor shall comply with ORS

656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14.SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15.MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16.RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

17.AMENDMENTS: All amendments to this PO must be in writing, signed by Agency.

18.SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the Parties remain in effect.

19.WAIVER: Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

20.AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

21.TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

Exhibit C

1. **See Attached PDF.** State of Emergency Due to Homelessness Agreement No. OR-503
2. **See Attached PDF.** Central Oregon Executive Order 23-02 Community Plan Overview.

Grant Agreement

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Central Oregon Intergovernmental Council (“Recipient”), each individually a “Party,” and collectively the “Parties.”

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on January 10, 2024, unless extended or terminated or sooner under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

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

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed \$13,874,565.00 (the “Grant Funds”), as follows:

- 3.1 On full execution of this Agreement by the Parties and, when required, approval by the Oregon Department of Justice, Agency will issue a Notice of Allocation (“NOA”) to Recipient,

pursuant to which Recipient will submit a request for funds and Agency will make a lump-sum payment to Recipient in the amount of \$3,661,343.54 (the “Initial Payment”), which Recipient will expend in accordance with the NOA. Recipient may use such funds to reimburse Authorized Expenses that were incurred by Recipient at any time during the period from January 10, 2023 to January 10, 2024 (the “Performance Period”).

3.2 After July 1, 2023, and following expenditure of the Initial Payment by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for additional Authorized Expenses up to the amount of \$10,213,221.46 (the “Additional Allotment”), following receipt of requests by Recipient for such reimbursement. The total Grant Funds amount will equal the Initial Payment amount plus the Additional Allotment amount. Funds from the Additional Allotment will only be used to reimburse Authorized Expenses incurred from July 1, 2023 until the end of the Performance Period (January 10, 2024). Each such reimbursement request will be made following, and in accordance with, a NOA issued by Agency to Recipient, including, but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.2 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may, by mutual agreement, modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including, but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including, but not limited to any performance measures set forth in Exhibit A.

5. Authorized Representatives

5.1 Agency’s Authorized Representative is:

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

5.2 Recipient’s Authorized Representative is:

Scott Aycock
1250 NE Bear Creek Rd
Bend, OR 97701
scotta@coic.org

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

6. Online Systems

- 6.1** Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.
- 6.2** As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.
- 6.3** Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.
- 6.4** Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.
- 6.5** Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.
- 6.6** Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

8. Amendments

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

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

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

13. Contribution

13.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

13.4 Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

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

14.1 Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or

14.2 Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient’s performance of any of its obligations under this Agreement, is untrue in any material respect when made; or

14.3 Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before January 10, 2024, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to

perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such

amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including, but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

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

18.2 Agency may terminate this Agreement as follows:

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

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2 ; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its first-tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in Exhibit C.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including, but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including, but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

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

[The remainder of this page intentionally left blank.]

29. Signatures

Oregon Housing & Community Services

DocuSigned by:
Sandra Flickinger
4641B20D2A0B40F...

Signature

Sandra Flickinger, Desig Proc Officer

Printed Name & Title

4/21/2023

Date

Central Oregon Intergovernmental Council

DocuSigned by:
Scott Aycock
779C985BA4A1459...

Signature

Scott Aycock, CED Director

Printed Name & Title

4/20/2023

Date

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by Agency. Agency will support communities in deploying these funds, including, but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

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

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

2. Grant Activities.

- A. Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current 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 is attached to and incorporated into this Agreement as Exhibit B and, together 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 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 shelter, 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.

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, provided that:
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lack 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:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet 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 acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low Barrier Shelters: 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. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link 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, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

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

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. 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

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

- A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
- i. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - ii. **Conversion** means the process of changing or causing to change from one form to another; changing the function of a piece of property from one use to another.
 - iii. **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- C. Street outreach services, including housing navigation and placement services
- D. Sanitation services
- E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. 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 with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is 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.

- F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
 - ii. Board expenses (excluding meals);
 - iv. Planning and implementation of MAC group infrastructure
 - v. Organization-wide membership fees and dues specific to the Program;
 - vi. 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
 - vii. Equipment rental/purchase, insurance, utilities, and IT 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 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:

- (1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 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.
- (3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.
- (4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in 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.
- (5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to Agency within 30 days of June 30, 2023. Backup documentation for expenditures made from the Additional Allotment must be submitted through Agency's OPUS system.
- (6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.
- (7) 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 housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the performance period (January 10, 2024) unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period (January 10, 2024), unless otherwise stated.

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.

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.

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 December 31 of the year 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

* 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.

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Exhibit B
Regional Plan

Regional Planning Template and Funding Request



OR-503 (Central Oregon CoC)

Contents:

- [Overview](#)
- [Process](#)
- [Data Collection](#)
- [Community Analysis](#)
- [Goal Setting](#)

Overview

On January 10, 2023, Governor Tina Kotek declared a state of emergency in response to a 63% rise in homelessness since 2016. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

The initial priority in this crisis is to target funding in a coordinated, three-prong effort to 1) **prevent homelessness** for at least 8,750 households statewide, 2) **increase shelter capacity** in emergency areas by 600 units, and 3) **rehouse** at least 1,200 **households** statewide this year.

The Oregon Housing and Community Services Department will deliver \$130,000,000 in funding to seven of Oregon's Continuums of Care (CoCs) deemed emergency areas. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the year, state partners will support regional and community partners in the emergency areas to:

Phase 1: January-February

- Determine additional state funding opportunities for unsheltered homeless services
- Establish and begin managing MAC (multi-agency coordination) teams

Phase 2: February-March

- Determine regional impact and needs
- Gather community priorities
- Project this year's progress and possibility
- Set goals and milestones
- Confirm draft regional plan

Phase 3: March-April

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- Determine local capacity for approved plan
- Identify outstanding support and resource needs
- Develop local implementation plans

Phase 4: April-December

- Monitor systems improvement
- Iterate on regional plan and strategies

- Support continuous quality improvement

Phase 5: August-December

- Document lessons learned
- Determine regional impact for 2023 and 2024 needs
- Celebrate and build on successes for 2024 planning

This **Regional Planning Template and Funding Request** is the framework for Phase 2 and is designed to support regional planning and streamline the state’s funding process for homeless services under EO-23-02.

Process

In February 2023, OHCS and OEM will convene regional and local leaders to provide an overview of Phase 2: Regional Planning and Funding Requests. This document covers the three steps of Phase 2:

- 1) Data Collection
- 2) Community Analysis
- 3) Goal Setting

This document can be used as a guide throughout Phase 2 and as a repository for qualitative data and community decisions and plans. State partners have attached an editable spreadsheet to this document, which will serve to collect data and automate calculations and projections necessary to the planning and funding process. Phase 2 is outlined below with items captured in the spreadsheet noted with an *.

Data Collection

- Partners*
- Population*
- Services*

Community Analysis

- Stakeholder Engagement
- Data Review
- Impact Analysis

- Community Priorities
- Unmet Needs

Goal Setting

- Priority Strategies
- Projections*
- Confirm Goals
- Milestones

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Data Collection

Early in this phase of work, MAC teams and CoCs are encouraged and can be supported in seeking input from people with lived expertise and/or experience of homelessness (people who have or who are currently experienced of homelessness). This input should be prioritized in discussion and decision-making. State agencies and technical assistance providers are available to support this coordination as needed upon request through MAC teams. The region's spreadsheet* should be used to capture a comprehensive list of partners and expertise engaged in Phase 2.

The data collection work outlined below requires the accompanying spreadsheet where MAC teams will collect the data necessary to inform local projections, analysis, and priorities. Use of the spreadsheet is noted with an asterisk (*) throughout this template.

Partners

MAC teams will work with Continuums of Care to identify key partners in regional and local strategic planning for unsheltered homeless services to inform stakeholder engagement from the beginning of the regional process. Given the critical systems operations and service provision already underway, communities may elect to have representatives to this process to share information for and with multiple stakeholders and coalitions.

The initial data and impact analysis* offered by state partners should inform whether and which additional partners should be invited to the table, particularly those representing communities and subpopulations who are disproportionately impacted by unsheltered homelessness in each region.

During the data collection process in Phase 2, MAC teams and CoCs should prioritize community engagement efforts identify preexisting connections or plan for outreach to culturally specific service providers, identity- and interest-based community groups, community organizers, and other formal and informal representatives of disproportionately impacted groups across the region.

This engagement and partnership should be prioritized over the quantitative data outlined below in early in Phase 2 because their specific perspectives will significantly improve the efficacy of the community's strategies given the disparate impact of the crisis on their communities and their resulting expertise.

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Population

State partners have documented* each CoC's 2022 Point-in-Time data as well as each CoC's census data to better understand the impact of unsheltered homelessness at the subpopulation level in each region. Through the contracting process, MAC teams will be asked to coordinate HDX 2.0 access for state agencies to establish more accurate baselines and projections using annual rather than point-in-time data.

Subpopulation data is captured here based on the following publicly available demographic data for the general population as well as data specific to those experiencing homelessness: household makeup (individual/family), age or service (youth and veterans), and race and ethnicity. This initial data analysis* is intended to highlight which subgroups in the region are at a disproportionately high risk of experiencing unsheltered homelessness. During Phase 2, there is no additional data input or quantitative data analysis required.

The region's data and impact analysis should be shared with partners engaged in the regional planning and funding request process. As information is gathered about the specific challenges, opportunities, and efforts already underway, MAC teams will document and build on that information to inform the region's priority strategies and goals.

Services

All In is focused on three core components of our statewide response to unsheltered homelessness: rehousing people experiencing unsheltered homelessness, preventing unsheltered homelessness, and shelter.

MAC teams will gather and input data* to capture the relevant types of services, units, availability, and costs across the region. This will include all federal, state, local, and philanthropic contributions and funding for shelter, rehousing, and targeted homelessness prevention.

As communities identify priority strategies for each of these three areas, partners will refer to this data to identify capacity restraints and opportunities to invest in additional capacity. State agencies will also use this data to better understand and support communities in navigating unstable funding streams during and preceding the COVID-19 pandemic.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

The MAC Group has 24 members representing the following agencies across the tri-county region:

- Local jurisdictions (homelessness and EM staff)
 - Public housing authority
 - Community Action Agency
 - Local homelessness agencies
 - Rapid rehousing service providers
 - Shelter developer/operator
 - Behavioral Health Providers
 - Healthcare/Federally Qualified Health Center
 - Continuum of Care Leadership
- Encouraging MAC members to share the surveys within their networks. We've also encouraged MAC members to help channel feedback in a constructive way, by sharing information from meetings within their networks and soliciting feedback and elevating that to the broader MAC group.
 - Informal Vertical Feedback (similar to Lane County)

New website (www.coic.org/EO2302/) –

- EO 23-02 language
- MAC roster
- Zoom links to attend MAC meetings, links to meeting materials, and recordings of MAC meetings
- Regional Planning Template
- All in Workbook
- Google Surveys
- Contact information for COIC Staff

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Google Surveys – sent to 700+ people throughout Central Oregon to capture information on Community Priorities and Goal Setting.

- Over 150 responses to Community Priorities Survey
- Over 35 responses to Project Concepts Survey

The MAC is also leveraging information collected in past outreach efforts, like information gleaned from the comprehensive Emergency Homelessness Task Force (Deschutes County) process in 2021, which you can learn more about here: <https://www.houselessindeschutes.org/>. The Emergency Homelessness Task Force informed a strategic plan, which can be found here: <https://www.houselessindeschutes.org/our-plan-to-solve-homelessness>. Redmond Service Providers, with partnership with Rogue Retreat, collected input from Service Providers in 2021, which was considered as well. The Continuum of Care does regular outreach and receives feedback from culturally and population-specific providers, which was considered in this process. The Oregon Homeless Youth Needs Assessment and System Modeling was also considered.

- 2) MAC teams and CoCs will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

HMIS Data, State-provided PIT Data, McKinney-Vento Youth Homelessness Data, Census Data

Discussions with and feedback from subpopulation specific providers – J Bar J, COVO, Latino Community Association, Council on Aging

Part 2: Impact Analysis

- 3) How many people experiencing unsheltered homelessness did your Continuum of Care region house in 2022?
HMIS

111 people reported their last living situation was an unsheltered situation, before entered a program, and then moved into permanent housing.

36 head of households, who have experienced unsheltered homelessness became housed through an EHV.

29 of the head of households were housed through an EHV in 2022.

2 housed EHV holders who had experienced unsheltered homelessness returned to homelessness in 2022 and 2023.

- 4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

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Context: In 2022, our Continuum saw 1096 people engage with the homelessness response system who were experiencing unsheltered homelessness (living in a place not meant for habitation)

- a. Subpopulation 1: BIPOC, specifically Black, Pacific Islander, and Indigenous peoples
 - b. Subpopulation 2: Medically-Vulnerable individuals
 - c. Subpopulation 3: LGBTQ+ Youth
- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?
- 6% (2022 System Performance Measures)
- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?
- 6% (2022 System Performance Measures)
- 7) On average, how many people experiencing unsheltered homelessness does your Continuum of Care region exit to permanent housing each month?
- 9 People
- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your Continuum of Care region?
- a. Subpopulation 1: Latino Community Association, Warm Springs Street Outreach and Emergency Shelter, Oregon Worker Relief Fund
 - b. Subpopulation 2: Central Oregon Council on Aging, Assisted Living Facilities, Mosaic Medical Community Health Workers
 - c. Subpopulation 3: J Bar J Youth Services
- 9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?
- a. Subpopulation 1: Latino Community Association, Warm Springs Navigation Center, The Father's Group, Mosaic Community Health Workers, Best Care, Oregon Human Development Corporation, NeighborImpact, Thrive
 - b. Subpopulation 2: Central Oregon Council on Aging, Assisted Living Facilities, Mosaic Community Health Workers, Thrive Central Oregon, Abilitree, NeighborImpact, Thrive
 - c. Subpopulation 3: J Bar J Youth Services, Deschutes County Mental Health Youth and Young Adults, FAN, Best Care, Rimrock, NeighborImpact, Thrive

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Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your Continuum of Care's efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability. (25% or more of respondents selected the following answers as their top priorities)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Housing Affordability | <input type="checkbox"/> Project-based rental assistance |
| <input checked="" type="checkbox"/> Emergency Shelter Shortage | <input checked="" type="checkbox"/> Housing Choice Vouchers |
| <input checked="" type="checkbox"/> Street Outreach Services | <input type="checkbox"/> Targeted subsidies |
| <input checked="" type="checkbox"/> Affordable Housing Landlord Engagement | <input checked="" type="checkbox"/> Rent buy-down |
| <input checked="" type="checkbox"/> Substance Use Disorder Care and Services | <input type="checkbox"/> Family reunification transportation assistance |
| <input checked="" type="checkbox"/> Mental Health Care and Services | <input checked="" type="checkbox"/> Flexible emergency funding |
| <input checked="" type="checkbox"/> Rapid Rehousing Projects | <input type="checkbox"/> Food security payments |
| <input checked="" type="checkbox"/> Service Providers – Organizational Capacity | <input type="checkbox"/> Marketing materials |
| <input checked="" type="checkbox"/> Service Providers – Staff/Salary | <input checked="" type="checkbox"/> Operating costs |
| <input type="checkbox"/> Service Providers – Specific Expertise | <input type="checkbox"/> Other flexible forms of financial assistance |
| <input checked="" type="checkbox"/> Medical Care | <input type="checkbox"/> Other renovations |
| <input checked="" type="checkbox"/> Skilled Nursing Facility Care | <input checked="" type="checkbox"/> Peer support Services |
| <input type="checkbox"/> Nursing Home Shortage | <input type="checkbox"/> Planning and development |
| <input type="checkbox"/> Manufactured Housing | <input checked="" type="checkbox"/> Project management |
| <input checked="" type="checkbox"/> Housing Development | <input type="checkbox"/> Repairing damages |
| <input type="checkbox"/> Flexible System Funding/Costs | <input type="checkbox"/> Room and board payments |
| <input type="checkbox"/> Cleaning or maintenance (e.g., hoarding prevention) | <input checked="" type="checkbox"/> Security deposits |
| <input checked="" type="checkbox"/> Housing-focused Case Management | <input checked="" type="checkbox"/> Service coordination and integration |
| <input checked="" type="checkbox"/> Housing problem-solving assistance | <input type="checkbox"/> Signing bonuses |
| <input checked="" type="checkbox"/> Conflict mediation Services | <input checked="" type="checkbox"/> Staffing |
| <input checked="" type="checkbox"/> Housing Navigation Services | <input type="checkbox"/> Transportation assistance |
| <input type="checkbox"/> Tenant-based rental assistance | |

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11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: BIPOC - Peer Support, Service Coordination/Integration, Housing Problem-Solving Assistance, Flexible Emergency Funding, Street Outreach, Housing Affordability
- Subpopulation 2: Medically Vulnerable - Medical Care, Skilled Nursing, Flexible Emergency Funding, Housing Affordability
- Subpopulation 3: LGBTQ+ Youth - Emergency Shelter Shortage, Rapid Rehousing, Street Outreach, Housing Affordability, Conflict Mediation Services, Peer Support, Housing Focused Case Management, Mental Health, Medical Care, Flexible Emergency Funding

12) Please list the region's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

1. Most Urgent: Housing Affordability (77.9% of Respondents)
2. Urgent and Critical: Mental Health Care and Services (68.8% of Respondents)
3. Time Sensitive and Very Important: Emergency Shelter Shortage (59.7% of Respondents)
4. Not Time Sensitive but Very Important: Substance Use Disorder Care and Services (55.8% of Respondents)
5. Important: Rapid Rehousing Projects (39.6% of Respondents)

Goal Setting

Each region will determine priority strategies that will target its All In investments across its three goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your region, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to prevent unsheltered homelessness

Technical assistance and support to integrate **housing problem-solving into street outreach.**

Offering **flexible housing-related funding for institution-involved families, youth, and single adults** who formerly exited or are currently exiting a publicly funded child welfare and foster care, juvenile and adult corrections, long-term care, health, and mental health and substance use treatment facility by providing flexible funding that to reduce housing instability. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies
- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments
- Other flexible forms of financial assistance

Offering **flexible housing-related funding for older adults and people with disabilities** – including people with mental health conditions and/or substance use disorders –to reduce housing instability by providing access to housing-related home- and community-based services. Eligible activities include:

- Housing-focused case management
- Service coordination and integration
- Targeted subsidies

- Flexible emergency funding
- Room and board payments
- Transportation assistance
- Food security payments
- Other flexible forms of financial assistance

Funding **encampment-specific prevention and shelter diversion to permanent housing or family reunification** (if safe and appropriate) to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. Eligible activities include:

- Housing-focused outreach
- Housing-focused case management
- Family reunification transportation assistance
- Housing problem-solving assistance
- Flexible emergency funding

Expand or establish geographically robust street outreach efforts that provide access to the full menu of services available in your community. Eligible activities include:

- Service coordination and integration
- Harm reduction training
- Peer support
- Housing problem-solving assistance
- Conflict mediation
- Family reunification transportation assistance

Part 2: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

Technical assistance and support to re-evaluate current emergency shelter rules that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

- Related soft costs
- Replacement reserve

Expand non-congregate shelter through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements

Expand emergency shelter bed capacity through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

Part 3: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapid rehouse individuals and families experiencing unsheltered homelessness.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

Technical assistance and support to analyze your Continuum of Care region's funding portfolio to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down

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Repairing damages

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

Goals

Please identify what goals your Continuum of Care is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our CoC Region will add a minimum emergency shelter beds by this date: 1/9/2024.

Rapidly rehouse

Our CoC Region will rapidly rehouse people experiencing unsheltered homelessness by this date: 1/9/2024.

²
Milestones

Please provide a timeline of milestones your Continuum of Care region proposes to mark progress, evaluate strategies, and improve operations to achieve the identified above, contingent on funding, in partnership with OHCS and OEM.

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June	<ul style="list-style-type: none"> • Quarterly Check in with MAC Executive Team to measure progress towards goals (HMIS adoption, Coordinated Entry Participation, Subpopulation specific impact, etc.) • MAC Refresh • If properties need to be acquired, acquisition has happened or the process of escrow. • Funded Projects/Programs have begun to serve clients. Case Management, Operations asst. • Develop master leasing program • Develop landlord incentive program and requirements. • Operations funding deployed and some Emergency shelters up and running. • Subcontractor procurement process determined, if necessary. 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Create landlord incentive program with landlord and agency feedback. • Create master leasing program with agency feedback. • Review opportunities, barriers and progress on meeting goals. Target agencies needing additional support or Technical assistance. • Funding Reserve Assessment
July	<ul style="list-style-type: none"> • Subcontractor contracts in place, if necessary. • Renovations to property have started, if necessary. • New programs participating in HMIS are trained and have begun to input data into the system. • Begin implementing both landlord incentive program and master leasing program. 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment
August	<ul style="list-style-type: none"> • MAC Refresh • Shelters that are planning to expand capacity are functional and serving clients • Halfway point... 4 months to go. <ul style="list-style-type: none"> ○ Prevention – 100/354 individuals ○ Shelter – 30/81 beds ○ Rehousing – 50/162 households 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment • Larger scale assessment of what programs have been working and what programs need to pivot their approach.

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September	<ul style="list-style-type: none"> • Quarterly Check in with MAC Executive Team to measure progress towards goals • Ensure each community in Central Oregon has emergency cold weather sheltering options • Ensure newly funded shelter facilities are up and running 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment
October	<ul style="list-style-type: none"> • Assembling final reporting on goals met and projects complete • Assess future needs and resources • MAC Refresh • 2 months to go. <ul style="list-style-type: none"> ○ Prevention – 250/354 individuals ○ Shelter – 70/81 beds ○ Rehousing – 120/162 households 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment
November	<ul style="list-style-type: none"> • Assembling final reporting on goals met and projects complete • Assess future needs and resources • Met goals set by state: <ul style="list-style-type: none"> ○ Prevention – 354/354 individuals ○ Shelter – 81/81 beds ○ Rehousing – 162/162 households 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • HMIS Data Quality Component (monthly) • Coordinated Entry & By Name List Progress (monthly) • Case Manager Check ins (monthly) • Funding Reserve Assessment
December	<ul style="list-style-type: none"> • Quarterly Check in with MAC Executive Team to measure progress towards goals • Assembling final reporting on goals met and projects complete • Assess future needs and resources • Lessons learned report • Assemble reporting for the state. Work with State on future funding. • Ensure we spend total amount and met goals established by the State. • Projects should be materially complete 	<ul style="list-style-type: none"> • MAC Meeting for Funded Agencies to discuss progress, successful strategies, and Barriers (monthly) • Work with State agencies on sustainably funding programs and projects created by this funding opportunity • Work with State to assess All IN efforts when Initiative ends to determine best practices State wide, lessons learned and innovative ideas and concepts that worked or didn't.

Strategies to rehouse 162 unsheltered households

We expect this goal to be our most challenging to meet, and plan to utilize several strategies to meet the State's goals here as well. Acknowledging that Central Oregon has some of the lowest rental vacancy rates in the country, our region's main challenge is in the sheer lack of units to put people in. We are considering the following strategies at a high level to increase the impact of the region's rehousing programs:

- Master Leasing – Currently, housing navigators do not have a pool of master leased units to refer individuals to. Accordingly, there is a high administrative burden in having housing navigators scour the region for available housing. We hope that some of this executive order funding could be utilized to leverage a master lease agreement with a pool of units to increase the efficiency of the system.
- Landlord incentives
 - setting aside funding for rent buy downs,
 - renters insurance,
 - cash incentives,
 - damage repair reserves,
 - and training opportunities for property owners.
- Intensive Housing Focused Case Management to ensure that folks have the wrap around supports they need to remain stably housed.
- As mentioned in the shelter section above, we are designing the funding application to prioritize projects that address underlying disparities in the community. It will include specific questions on potential barriers to success, how projects support members of our community who are disproportionately likely to experience unsheltered homelessness, and how projects will leverage cross-sector partnerships to create the greatest impact.

The following rehousing concepts have been submitted in the project concepts survey (this is not intended to represent a list of approved or prioritized projects, Central Oregon has not officially opened up a funding application or selected sub recipients, yet):

- Purchasing apartment complex in Bend (42 units, acquisition and operating funding)
- Renovated motel in Bend (80 units, requires 5 year master lease)
- Medically Vulnerable Case Management
- Acquire Land and build tiny homes in Bend (10 units, requires acquisition and operating funding)
- Medically Vulnerable/Disabled Case Management
- Homesharing for Veterans (requires funding for renovations)
- Vehicle purchase for outreach in Redmond
- Build tiny homes for Veterans (7 units, capital funding request)
- Create landlord incentive fund
- Barrier Busting/Flexible funding to help get folks through the door
- Housing focused Case Management – moving folks from safe parking/camping into housing.

Current Services

<i>Project Type</i>	<i>Units Available</i>	<i>Total Units</i>	<i>Avg. Cost Per Unit</i>
<i>Emergency Shelter Beds – Adult Only</i>	2	425	\$10,041
<i>Emergency Shelter Beds – Adults with Children</i>	2	68	\$32,164
<i>Emergency Shelter Beds - Youth</i>	0	9	\$63,875
<i>Transitional Housing</i>	2	88	\$44,694
<i>Joint Transitional Housing/Rapid Rehousing</i>	3	4	\$19,009
<i>Rapid Rehousing</i>	1	46	\$7,755
<i>Permanent Supportive Housing</i>	2	21	\$14,584
<i>Other Permanent Housing</i>	Unavailable	14	Unavailable
<i>Housing Choice Vouchers</i>	90	1344	\$7,016

<i>Service Type</i>	<i>Slots Available</i>	<i>Total Slots</i>	<i>Avg. Cost Per Service</i>
<i>Outreach</i>	2	1826	\$1,333
<i>Rental Assistance</i>	Unavailable	672	\$2,931
<i>Case Management</i>	2	186	\$929
<i>Landlord Engagement</i>	Unavailable	Unavailable	Unavailable
<i>Housing Navigation</i>	Unavailable	205	\$2,048

Current Investments

<i>Project Type</i>	<i>City</i>	<i>County</i>	<i>State</i>	<i>Federal</i>	<i>Private</i>	<i>Total</i>
<i>Emergency Shelter Beds – Adult Only</i>	\$3,020,000	\$100,000	\$489,060	\$68,094	\$27,500	\$3,704,654
<i>Emergency Shelter Beds – Adults with Children</i>			\$77,739	\$12,500	\$27,500	\$117,739
<i>Emergency Shelter Beds – Youth</i>		\$20,000	\$210,000	\$330,000	\$25,000	\$585,000
<i>Transitional Housing</i>	\$675,000		\$150,000	\$662,000	\$238,000	\$1,725,000

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<i>Joint Transitional Housing/Rapid Rehousing</i>			\$76,036		\$76,036
<i>Rapid Rehousing</i>	\$75,000	\$74,734	\$298,934		\$448,668
<i>Permanent Supportive Housing</i>		\$45,738	\$306,268		\$352,006
<i>Other Permanent Housing</i>					\$0
<i>Housing Choice Vouchers</i>			\$9,430,000		\$9,430,000
<i>Service Type</i>					\$0
<i>Outreach</i>	\$45,400	\$75,000	\$204,346	\$102,000	\$426,746
<i>Rental Assistance</i>		\$1,077,377	\$773,067	\$559,000	\$2,409,444
<i>Case Management</i>	\$50,000	\$150,000	\$175,000	\$308,900	\$683,900
<i>Landlord Engagement</i>			\$25,000		\$25,000
<i>Housing Navigation</i>			\$129,905		\$129,905
<i>Total Investments</i>	\$3,865,400.00	\$120,000.00	\$2,349,647.80	\$12,491,150.00	\$1,287,900.00
					\$20,114,097.80

Exhibit C
Insurance Requirements

Risk Assessment Insurance Summary

Service Procurement

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

COMMERCIAL GENERAL LIABILITY:

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000 .

AUTOMOBILE LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit of not less than \$1,000,000 .

PROFESSIONAL LIABILITY: (For Medical and Health Services)

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per claim. Annual aggregate limit shall not be less than _____ .

PROFESSIONAL LIABILITY: (For other than Medical & Health Services or IT Services)

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$ 2,000,000 per claim. Annual aggregate limit shall not be less than \$ 4,000,000 .

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per claim.

POLLUTION LIABILITY:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than _____ per occurrence. Annual aggregate limit shall not be less than _____ .

DIRECTORS AND OFFICERS:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$2,000,000 .

CRIME PROTECTION:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than \$3,000,000 .

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

Required Not Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000 .

MOTOR CARRIER AND CARGO:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

DRONE / UNMANNED AIRCRAFT SYSTEMS (UAS) / UNMANNED AERIAL VEHICLE (UAV) LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIRCRAFT LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIR CARGO LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

AIRCRAFT AERIAL APPLICATION LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

GARAGE LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

GARAGEKEEPERS LEGAL LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

BAILEE'S:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

MARINE PROTECTION LIABILITY:

Required Not Required

Coverage shall be written on a combined single limit in an amount of not less than [REDACTED].

Risk Assessment Insurance Summary

Goods Procurement

Summary Document to Assist with Insurance Requirement Template

This risk assessment insurance summary is based off of a risk assessment and is meant to be used as a guide. If a different conclusion is made, document the reasoning.

COMMERCIAL GENERAL LIABILITY:

Required

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 .

NOTES:

Central Oregon

Executive Order 23-02 Community Plan overview



On Jan. 10, 2023, Governor Kotek signed Executive Order 23-02, declaring a state of emergency due to unsheltered homelessness in seven Continuum of Care regions across the state. The Governor chose the regions based on the 2022 Point-in-Time Count data, which showed an increase in unsheltered homelessness of 50% or greater since 2017.

In alignment with the emergency order, the Governor proposed House Bill 5019 to provide a down payment to achieve three actionable goals by Jan. 10, 2024:



A whole-community approach

Oregon's response to this crisis requires bold action and coordination between government agencies and service providers. That's why Oregon created Multi Agency Coordination (MAC) Groups, which includes representatives from multiple sectors. Central Oregon Intergovernmental Council (COIC) leads the region's MAC group. Their membership includes Central Oregon Veterans Outreach, Deschutes County Emergency Management, Crook County Emergency Management, Jefferson County Emergency Management, Deschutes County Coordinated Homeless Response Office, City of Redmond Housing Coordinator, Housing Works, Epic Property Management, LLC, NeighborImpact, Shepherd's House, Redemption House, Deschutes County Behavioral Health, J Bar J Youth Services, Homeless Leadership Coalition, City of Bend, and Mosaic Community Health.

Executive Order 23-02 Community Plan

The Central Oregon MAC group surveyed people throughout their region to capture information on community priorities and goal setting. They also analyzed information from recent efforts to understand the needs of people experiencing unsheltered homelessness within their community and used the information gathered to develop interventions they laid out in their community plan. The MAC group will review data and amend their plan throughout the year to ensure they meet their region's goals.

Comparison of unsheltered homelessness and overall population by race in Central Oregon

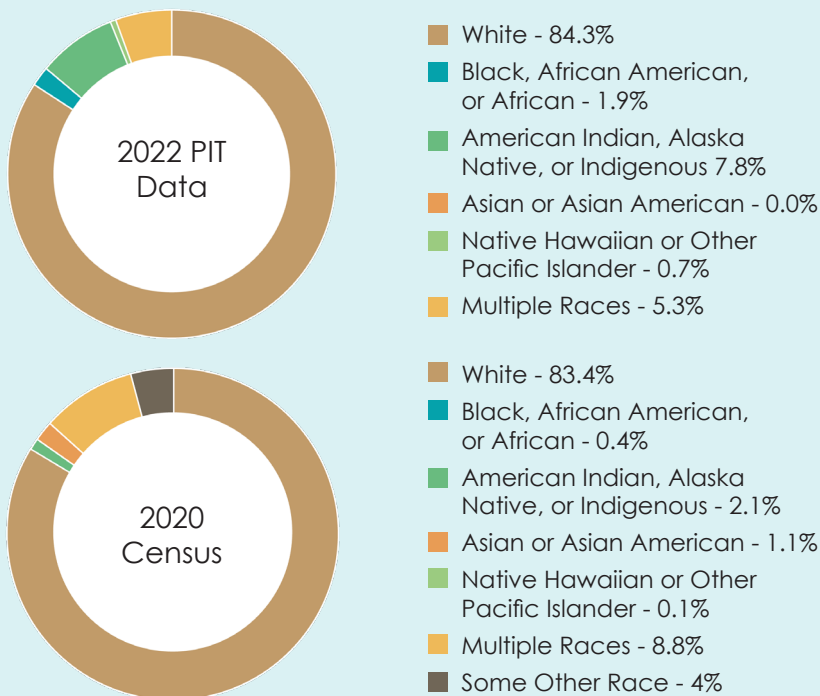
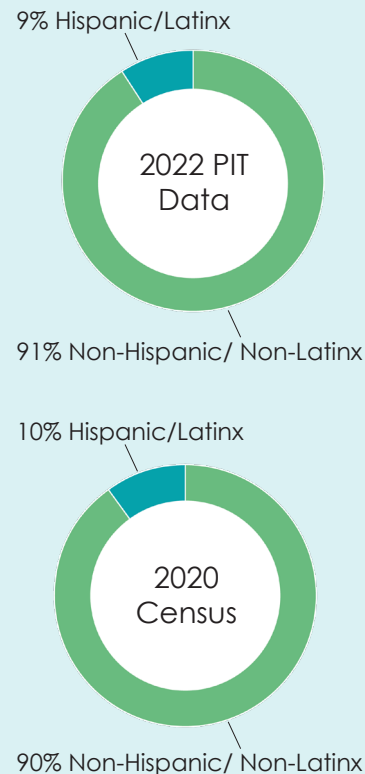


Figure A. Racial disparities within the unsheltered homeless populations in Central Oregon. In this region, 2.1% of all residents self-identify as American Indian, Alaska Native, or Indigenous, while 7.8% of the unsheltered homeless population self-identify that way. The Black, African American, or African population makes up 0.4% of all residents and 1.9% of the unsheltered homeless population. The Native Hawaiian or Other Pacific Islander population makes up 0.1% of all residents and 0.7% of the unsheltered homeless population. Additionally, one out of every 32 people who self identify as Native Hawaiian or Other Pacific Islander experience unsheltered homelessness, compared to one out of every 200 White residents.

Comparison of unsheltered homelessness and overall population by ethnicity in Central Oregon



Rehousing goal

Central Oregon plans to engage in a variety of solutions to resource 161 unsheltered populations. By collaborating with housing providers in the region, they also plan to establish and lease rental units to refer individuals to. Other interventions Central Oregon is considering include unit acquisition and operation, motel conversion, Veteran homesharing, and intensive housing-focused case management to ensure that folks have the wraparound services they need to remain stably housed. Central Oregon has designed their funding application to prioritize projects that address underlying disparities in the community.

Rehouse
161 unsheltered households
by Jan. 10, 2024

Shelter bed goal

To meet their shelter bed goal, Central Oregon is considering several strategies, including site expansion and new site acquisition. Most of the region’s current shelter is concentrated in Deschutes County, specifically Bend, and they intend to increase provider capacity in Crook and Jefferson Counties. Other strategies under consideration include medical respite beds for people to recover from illness or injury but are not ill enough to be in a hospital, congregate and non-congregate shelters for youth and families, and a youth-specific shelter in Redmond.

Add
111 low-barrier shelter beds
by Jan. 10, 2024