

Council Business Meeting

June 1, 2021

Agenda Item	Acceptance of the Emergency Solutions Grant Award	
From	Linda Reid	Housing Program Specialist
Contact	reidl@ashland.or.us ; (541) 552-2043	

SUMMARY

The City Council is being requested to accept a grant from Oregon Housing and Community Services, for \$300,000 in Emergency Solutions Grant-CARES act funding from the Department of Housing and Urban Development to establish and operate a temporary non-congregate urban campground in partnership with Rogue Retreat, a non-profit homeless service provider.

POLICIES, PLANS & GOALS SUPPORTED

[2020-2024 Consolidated Plan for Use of CDBG funds](#)

Council Goals-Tier 2: Moderate Priority -Homeless Services

PREVIOUS COUNCIL ACTION

Not Applicable

BACKGROUND AND ADDITIONAL INFORMATION

The State of Oregon received an additional allocation of Emergency Shelter Grant - Corona Virus (ESG-CV) funds through the CARES Act from the Department of Housing and Urban Development. This funding is required to be used to provide resources and services for homeless populations, specifically to prevent, prepare for, and respond to issues created by the pandemic. This was the first time the State had offered this funding through a competitive process. The City submitted an [application](#) for funding in December of last year to address the need for emergency non-congregate shelter. The City applied for \$300,000 in ESG funding to purchase additional pallet shelter buildings, and to work with Rogue Retreat to establish and oversee an urban campground similar to the one the organization currently operates in Medford. In early March, City staff learned that Ashland would receive an [award](#) allocation and has recently received the contract documents from Oregon Housing and Community Services for this HUD funding.

While awaiting the delivery of the contract documents and for Council approval, City staff has been working with Rogue Retreat to identify and secure a location. City staff has also been working with Rogue Retreat to prepare for rapid implementation of the project upon execution of grant and subrecipient agreements. The estimated start date for the activity is July 2021, and the estimated completion of the date for the project is June 2022.

FISCAL IMPACTS

This project will incur in kind costs for administration of the project by the City of Ashland's housing program specialist, as well as some administrative support from the City's Planning, Accounting, and Legal Departments. The City was not required to provide any matching funds for this grant.

STAFF RECOMMENDATION

Staff recommends that the City Council accept the award of \$300,000 in Emergency Solutions Grant-CARES act funding to be used to establish and operate a temporary non-congregate urban campground.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to accept the Emergency Solutions Grant for \$300,000 to be used to establish and operate a temporary non-congregate urban campground, and I direct staff to execute a contract between the City of Ashland and Oregon Housing and Community Services for the funding.

REFERENCES & ATTACHMENTS

Attachment 1: Draft ESG contract between Oregon Housing and Community Services and the City of Ashland

Attachment 2: [Oregon Housing and Community Services Press Release for ESG-CV funding](#)

DRAFT
STATE OF OREGON
OREGON HOUSING AND COMMUNITY SERVICES

GRANT AGREEMENT #6141

Emergency Solutions Grant – Coronavirus Relief (ESG-CV) Program

This Grant Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns (hereinafter referred to collectively as “OHCS” or “Agency”), and **the City of Ashland**, an Oregon municipal corporation (hereinafter referred to as “Subgrantee”).

RECITALS

- A.** On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (hereinafter referred to as the “CARES Act”). The CARES Act identified additional funding for the ESG-CV program to be utilized to prevent, prepare for, and respond to COVID-19 for individuals and families who are experiencing homelessness or receiving homelessness assistance, and to support additional homelessness assistance and homeless prevention activities to mitigate the impact created by COVID-19.
- B.** On November 20, 2020, Agency issued a Request for Application to solicit applications from qualified entities to receive Federal Emergency Solutions Grant (ESG) Coronavirus Relief (“ESG-CV”) program funds to address homelessness, as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (“HEARTH”) Act of 2009 and consistent with state requirements.
- B.** Subgrantee is issued an award of grant funding under RFA #914-6041-20 and is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from this Agreement for receipt of the funds described herein.

AGREEMENT

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

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits:

- Exhibit A (ESG-CV Program Requirements)
- Exhibit A-1 (Allowable Program Components)
- Exhibit B (Project Detail and Budget)

- Exhibit C (Insurance Requirements)
- Exhibit D (Federal Assurances; Terms & Conditions)

2. Authority

Pursuant to ORS 456.559(1)(g); ORS 456.561; and House Bill 4304, Section 41(2) enrolled by the 80th Oregon Legislative Assembly at its 2020 Second Special Session, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

3. Term of Agreement

When all Parties have executed this Agreement, and all necessary approvals have been obtained (the “Executed Date”), this Agreement is effective and has a funding start date as of March 31, 2021 (the “Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2022 (the “Termination Date”).

4. Grant Manager and Program Coordinator.

4.1 Agency’s Grant Manager is:
Mike Savara, Assistant Director of Homeless Services
725 Summer Street NE, Suite B
Salem, OR 97301
(503)931-5944
Mike.Savara@oregon.gov

4.2 Subgrantee’s Grant Manager is:
Name
Address
City, OR Zip
Phone
Email

5. Work to be Performed.

Subgrantee shall perform the Work described in Exhibit A, ESG-CV Program Requirements (hereinafter referred to as the “Work”), in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subgrantee shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of Agency.

Changes to the Work by Subgrantee shall require the prior written approval of Agency. Requests for and justification of any change must be submitted in writing to Agency and be approved in writing by Agency prior to commencement of the requested change.

6. Consideration; Spending Expectations

While there is no guarantee of funding under this Agreement, it authorizes Agency to provide grant

funding to Subgrantee up to an amount not to exceed **\$300,000.00 (three hundred thousand U.S. dollars)**. The grant funds available to Subgrantee through Agency are contingent on Agency receiving federal awards and limitation. These grant funds may be allocated by Agency to Subgrantee upon availability to Agency through the Notice of Allocation (NOA) process, as later defined in this Agreement.

Grant funds are derived from U.S. Department of Housing and Urban Development (“HUD”) and are subject to the terms under which they are received and shall be provided by Agency only upon approved reimbursement requests for allowable costs incurred or (if allowed by Agency) to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Requirements.

Expenditure Milestone Expectations:

To ensure grant funds are spent quickly on eligible activities to address the public health and economic crisis caused by coronavirus, the following spend down targets are established:

- a. Subgrantee must expend 20 percent of grant funding by July 31, 2021.
- b. Subgrantee must expend 40 percent of grant funding by September 30, 2021.
- c. Subgrantee must expend 60 percent of grant funding by November 30, 2021.
- d. Subgrantee must expend 80 percent of grant funding by January 31, 2022.

Subgrantee may request, in writing to Agency, alternate spend down targets. Such a request must be received prior to July 31, 2021, Agency shall grant or deny such request within five (5) business days of its receipt by Agency. .

7. Funding Appropriation

Funds specified in Section 6, Consideration; Spending Expectations, may include funds that have not yet been appropriated but which Agency anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subgrantee will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to Agency with authorizing limitation. Subgrantee’s obligation to perform the Work as stated in Exhibit A is conditioned upon Agency receiving corresponding grant funds or other funds available for reimbursement of such appropriate Work costs. Subgrantee is not entitled to receive payment under this Agreement from any part of Oregon state government other than Agency. Nothing in this Agreement is to be construed as permitting of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

8. Notices of Allocation (NOA)

Agency may issue one or more Notices of Allocation (hereinafter referred to “NOAs”), as it deems appropriate, in a form satisfactory to Agency, detailing the funds available to Subgrantee with respect to identified Work consistent with this Agreement. Agency may, at its option, modify any NOA to reflect changes pursuant to Section 8 of this Agreement, to correct errors in a NOA, to adjust grant funds awarded under this Agreement, including response to the receipt by Subgrantee of other funds or to reflect the exercise of remedies or other discretionary acts by Agency under this Agreement.. The

modification or termination of a NOA by Agency does not terminate Agency remedies with respect to Subgrantee's performance or non-performance of obligations that were due under this Agreement with respect to Work related to the NOA or otherwise. At the option of Agency, Agency may issue any NOA to Subgrantee (or any modifications or termination thereof) by certified first class U.S. mail at the address listed in this Agreement for Subgrantee or as subsequently provided by Subgrantee pursuant to this Agreement.

The grant funds specified in an applicable NOA may be used to pay costs incurred during the specific expenditure period and in the specific expenditure categories noted in the NOA provided, however, that all Work performance by the Subgrantee for which grant funding is sought or provided under this Agreement must be in compliance with this Agreement, including any amendments hereof.

Any NOA issued by Agency under this Agreement is immediately effective, including as to the amount of grant funds available to Subgrantee under this Agreement with respect to related Work. Subgrantee is obligated to perform Work corresponding to the NOA and in a timely manner as time is of the essence in the performance of this Agreement. Any NOA issued as described in this Section 8 shall be deemed to be incorporated into and constitute a part of this Agreement.

Subgrantee accepts a NOA as issued, and agrees to be bound by same (including modifications thereto), upon undertaking any performance of related Work.

9. Reimbursement Requests

Subgrantee shall request grant funds in such form and manner as is satisfactory to or required by Agency. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the applicable Work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

a. Advance of Funds (Projected):

Subgrantee may request and be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this Section 9. Advance payments to Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of Subgrantee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administrative feasible to the actual disbursements by Subgrantee for direct program or project costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable program requirements.

b. Reimbursement of Funds:

Reimbursement is the preferred method when the requirements in paragraph (a) cannot be met, when the subgrantee requests payment by reimbursement. When the reimbursement method is used, Agency must make payment within thirty (30) calendar days after receipt of the billing, unless Agency reasonably believes the request to be improper.

10. Nonexclusive Remedies Related to Funding.

a. Withholding of Grant Funds from Request

Agency may withhold any and all undisbursed grant funds from Subgrantee, if Agency, in its sole discretion, determines that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement including Program Requirements. Subgrantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Program Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested by Agency. Agency may also withhold any and all requested grant fund from Subgrantee if Agency, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

b. Redistribution or Retention of Funds

1. Due to non-timely use.

If grant funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by Agency at its sole discretion, Agency may at its sole discretion, reduce Subgrantee funding and redistribute such funds to other Subgrantees or retain such funds for other Agency use. Agency may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

2. Due to “substantial difference” in expenditure category from Approved Budget Submissions.

If the rate of request for any expenditure or cost category is substantially different than in approved budget submissions, including applicable NOAs, as determined by Agency at its sole discretion, Agency may, at its sole discretion, reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. Agency may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to Agency under this Agreement otherwise.

c. Repayment of Excess Disbursed Funds.

1. Due to Modified NOA.

If grant funds previously disbursed by Agency to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not

expend any such excess grant funds. Subgrantee, instead, shall return any remaining unexpended grant funds in excess of the modified NOA to Agency within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by Agency. This remedy is in addition to any other remedies available to Agency under this Agreement.

2. Due to Overpayment.

If Agency makes an overpayment of grant funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its actual discovery by Subgrantee or upon written notice by Agency, unless Agency in writing authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to Agency under this Agreement.

11. Termination

a. Agency may immediately terminate this Agreement in whole or in part upon prior written notice to the Subgrantee for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subgrantee, whether directly by Subgrantee or through one or more of its Subrecipients, agents, subcontractors, successors or assigns, as determined by Agency in its sole discretion.

b. Agency may, upon not less than thirty (30) calendar days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 10.a. Cause may include any event, including an event of default, as determined by Agency in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subgrantee, its Subrecipients, agents, representatives, contractors, or assigns by which Subgrantee, as determined by Agency at its sole discretion, resulting in failure to timely and appropriately perform one or more material obligations in a manner satisfactory to Agency, or otherwise breaches a duty, owed to Agency under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- 1) Subgrantee fails to fulfill timely any of its obligations under this Agreement;
- 2) Subgrantee fails to comply timely with directives received from Agency or from an agency that is the original source of the grant funds;
- 3) Funds provided under this Agreement are used improperly or illegally by Subgrantee or any of its Subrecipients or Vendors;
- 4) Funding for grant programs relevant to this Agreement are denied, suspended, reduced or eliminated;
- 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that Agency is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);

- 6) Funding, appropriations, limitations or expenditure authorization to expend grant funds is denied, suspended, reduced or eliminated;
 - 7) Any certification, license or certificate required by law to be held by Subgrantee or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - 8) Subgrantee (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - 9) Subgrantee, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or agency, including Agency.
- c.** Subgrantee may, upon not less than thirty (30) calendar days prior written notice, terminate this Agreement in whole or in part, if;
- 1) Agency unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
 - 2) Agency provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within thirty (30) calendar days of being informed that it is contrary to any such law;
- d.** Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government, or a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement in whole or such part.
- e.** Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, Agency may, in its sole and absolute discretion, require that Subgrantee obtain prior Agency approval from it for any additional expenditures that would obligate Agency to reimburse it from grant funds or otherwise.
- f.** Notwithstanding the above, or any termination thereunder, neither Subgrantee nor Agency shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. Agency may withhold any reimbursement to Subgrantee in the amount of compensation for damages due Agency from Subgrantee (as estimated by Agency in its sole discretion) until such time as the exact amount of damages has been agreed upon

or otherwise finally determined.

- g.** In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subgrantee under this Agreement shall be delivered to Agency within sixty (60) calendar days of the date of termination or upon such date as requested by Agency.
- h.** Termination of this Agreement shall not impair or invalidate any remedy available to Agency or to ubgrantee hereunder or at law.

12. Conflict of Interest.

A conflict exists if a decision or recommendation could affect the finances of the public official or the finances of a relative. A few other situations can present a conflict of interest, as well. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in his ability to participate in the matter that presents the conflict of interest.

Subgrantee must establish a conflict of interest policy which outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to Agency in a timely manner.

13. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by and construed 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") involving Agency 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 or, if necessary, the United States District Court for the District of Oregon. Subgrantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, Agency and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

14. Compliance

Both parties shall, and Subgrantee shall require and cause (including by contract) all Subrecipients, Vendors, contractors, agents, and assigns to comply with this Agreement, including applicable Program Requirements. Program Requirements include the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but may not be limited to a requirement for Subgrantees, Subrecipients, and Vendors to have a Data Universal Numbering system (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database. Both parties shall, and Subgrantee shall require and cause its Subrecipients and Vendors to comply with such Program Requirements whether or not such Program Requirements

exist at the time of this Agreement is executed, or arise subsequent to the execution of this Agreement. Performance by both parties of their respective obligations hereunder must be made efficiently, effectively, and within applicable program timelines.

Program Requirements expressly include, among other things, all applicable federal, state and local laws, regulations, rules, orders and ordinances. In the absence of further clarification from applicable statutes, regulations, rules, ordinances, or orders, including directives from Agency, Subgrantee will fulfill the terms and conditions of this Agreement in accordance with Federal guidance, as applicable.

Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

15. No Third-Party Beneficiaries

Agency and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to Subgrantee or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

17. Confidentiality

Subgrantee shall, and shall require and cause its Subrecipients and vendors to, protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subgrantee shall, and shall require and cause its Subrecipients and vendors to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

18. Dual Payment

Subgrantee shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

19. Monitoring Required

a. Agency Authorized to Monitor Subgrantee

Agency may monitor the activities and records of each Subgrantee and its Subrecipients and vendors as it deems necessary or appropriate, among other things, to ensure Subgrantee and its subrecipients comply with the terms of this Agreement, including Program Requirements, and that grant fund awards are used properly for authorized purposes hereunder. Agency also may monitor the activities and records of Subgrantee and its Subrecipients and vendors to ensure that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and related Program Requirements and that performance is to the satisfaction of Agency. Monitoring activities may include any action deemed necessary or appropriate by Agency including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee, Subrecipient, and Vendor files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, Subrecipient(s), Vendors, and their officers, employees, agents, contractors and other staff. Agency may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. Agency monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by Agency and may be effected through contractors, agents or other authorized representatives. Subgrantee consents to such monitoring and enforcement by Agency and agrees to cooperate fully with same, including

requiring by agreement and causing that its Subrecipients, Vendors and contractors so cooperate.

Agency reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

b. Subgrantee Shall Fully Cooperate

Subgrantee shall fully and timely cooperate with Agency in the performance of any and all monitoring and enforcement activities. Failure by Subgrantee or any of its Subrecipients or Vendors to comply with this requirement is sufficient cause for Agency to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by Agency as a material failure by the Subgrantee to perform its obligations under this Agreement.

c. Subgrantee Shall Monitor Its Subrecipients

Subgrantee shall monitor the activities and expenditures of its Subrecipients as is reasonable to ensure compliance with (and necessary under) applicable Program Requirements or as otherwise directed by Agency, but in no case less than at least once during the term of this Agreement.

The activities of any Subrecipient shall be monitored to ensure, among other things, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the applicable Program Requirements, Community Plan, and NOAs.

Subgrantee monitoring of Subrecipients must include an evaluation of each Subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of Subrecipient monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any.

20. Monitoring

- a.** Agency generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit; usually through an exit interview. Within sixty (60) days after an inspection, Agency will endeavor to provide Subgrantee with a written report as to its findings from that inspection. Agency may advise the Subgrantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Subgrantee shall timely satisfy such corrective actions required by Agency.
- b.** Agency may review (including copying) from time to time any and all Subgrantee and Subrecipient(s) files, records, and other information of every type arising from or related to performance under this Agreement. Within sixty (60) days after a review, Agency will

endeavor to communicate in writing to the Subgrantee. Agency may advise the Subgrantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Subgrantee shall timely satisfy such corrective actions as reasonably required by Agency.

21. Monitoring: Major Findings Resolution

Agency may track and follow up with Subgrantee regarding the correction by Subgrantee of findings made or other corrective actions required in Agency's monitoring of Subgrantee's performance under this Agreement. The tracking record developed by Agency may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees shall resolve findings and other required corrective actions within the timeframes reasonably given by Agency by written report or otherwise.

22. Remedies

- a.** If Agency determines, in its sole discretion, that Subgrantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any Agency directive or term of a corrective action plan, Agency may exercise any remedy available to it under this Agreement or applicable law. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) modifying any NOA under this Agreement; (c) withholding and/or reducing grant funds; (d) disallowing costs; (e) suspending and/or recouping payments; (f) appointing a receiver for the receipt and administration of grant funds under this Agreement; (g) requiring corrective action as it may determine to be appropriate; (h) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (i) debaring or otherwise limiting Subgrantee's eligibility for other funding from Agency; (j) instituting criminal action for misstatements or fraud, misfeasance, or other culpable behavior; and (k) requesting investigation, audit and/or sanction by other governmental bodies.
- b.** The rights and remedies of Agency provided in this Section 22 shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement or applicable law. Except as expressly stated herein, this Section also does not limit Subgrantee's remedies provided under this Agreement, by law, or otherwise, but Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c.** No failure or delay by Agency to enforce any provision of this Agreement shall constitute a waiver by Agency of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d.** Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

23. Return of Unexpended Funds at Program Final Expenditure Period End.

All unexpended cash or income from grant funds remaining at the end of any program final period under this Agreement must be returned by Subgrantee to Agency within the time allowed for using grant funds requested under a Grant Program consistent with U.S. Department of Treasury regulations or other controlling law. Where not otherwise specified or restricted, grant funds must be returned by Subgrantee to Agency within sixty (60) calendar days following the expiration of the specific program expenditure period or the termination of this Agreement, which occurs first.

24. Expenditures Properly Supported.

Expenditures and Requests for Funds shall be supported by Subgrantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. Agency may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

25. Unallowable Costs and Lobbying Activities

Subgrantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Subgrantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, Agency may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

26. Disallowance of Costs

Agency neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by Agency except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of Agency, its employees, officers or agents. If a cost is disallowed by Agency after reimbursement has occurred, Subgrantee shall repay all disallowed costs to Agency upon written notice within the time frame specified by Agency, which in no event shall exceed thirty (30) days.

If Subgrantee is a county, such disallowed costs may be recovered by Agency only through repayment, withholding or by other means authorized by this Agreement or otherwise allowable at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10. If Subgrantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise.

Subgrantee shall cooperate, and shall cause its Subrecipients to cooperate, with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

27. Records Maintenance

Subgrantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subgrantee and its Subrecipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Agency's Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

28. Records Access

Agency, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subgrantee and its Subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of Agency who may take possession of them at any time after three (3) business days' notice to Subgrantee or Subrecipient, as the case may be. Subgrantee or subrecipient may retain copies of all records taken by Agency under this Section.

In its agreements with subrecipients, Subgrantee shall require and cause its Subrecipients to comply with the requirements of this Section 27 and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

29. Audits

If required by Agency, Subgrantee shall, and shall require and cause its Subrecipients to, submit to Agency financial and compliance audits satisfactory to Agency for such periods and programs covered by this Agreement as Agency may designate. This requirement is in addition to any audit requirements set forth below.

If Subgrantee expends \$750,000.00 or more in federal funds (from all sources) in a fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and other applicable federal regulations, if any.

30. OPUS System.

The OPUS system is a web-based application developed by Agency. OPUS runs on an Oracle application server and database maintained by Agency and accessed by Agency and its subgrantees through the internet (the "Site").

Subgrantee and its Subrecipients shall enter all appropriate and/or necessary data into OPUS, HMIS, or other Agency-approved system at the time of client intake for all Federal, State, and private grant programs awarded by Agency through this Agreement. Agency will enter allocations to Subgrantee on

a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by Agency.

a. OPUS Use.

As a condition of use of the Site, User (Subgrantee and its Subrecipients) agrees to all Agency terms and conditions, contained in this Agreement, places as notices on the Site, or as otherwise directed by Agency. User agrees to not use the Site for any unlawful purpose. Agency reserves the right, at its discretion, to update or revise the OPUS terms of use. Use of the Site constitutes acceptance of the OPUS terms and conditions.

Use of the OPUS system for additional reported “local” program data is at the entity’s own risk. Agency shall not modify or otherwise create any screen, report or tool in the OPUS system primarily or solely to meet needs related to this local data.

b. OPUS Data Rights.

Subgrantee hereby grants and shall require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting for this Agreement. Subgrantee also shall use and shall require and cause its Subrecipients to use OPUS Client Release forms and Privacy Policy forms (samples provided by Agency) in connection with obtaining and transmitting client data.

c. OPUS Disclaimer of Warranties.

Subgrantee understands and agrees, and shall require its Subrecipients to agree, that all materials, information, software, products and services included in or available through the OPUS Site (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 warrant that the content is accurate, reliable or correct; that this Site will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Use of the OPUS Site is solely at the User’s risk. User hereby accepts the risk of its use of the Site, and of the use of the Site by its Subrecipients, and expressly waives any claims and causes of action against the State and Agency.

d. OPUS Limitation of Liability.

The Subgrantee agrees that under no circumstances shall Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the OPUS site. 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.

e. OPUS Indemnification.

Subject to applicable law, Subgrantee agrees, and shall require its Subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless Agency and its employees, contractors, officers and directors from all liabilities, claims, and expenses, including attorney fees that arise from use or misuse of this Site. Agency reserves the right, at its own expense, to assume

the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with Agency in asserting any available defenses.

31. Fixed Assets

Subgrantee shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with Agency funding, regardless of source of funds. The following practices are in addition to those otherwise required:

a. High Risk Items.

Fixed assets with a value greater than \$5,000.00 (five thousand U.S. dollars) will include all computer equipment, electronic equipment, photography equipment, hand tools and other items.

b. Equipment.

The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with Subgrantee. Property and equipment purchased with grant funds shall not be used for collateral or to secure financing.

c. Insurance.

Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with Agency named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its Subrecipients to comply with the requirements of this Section 31.

d. Loaned Equipment / Property Disposition.

All fixed assets owned by Agency and loaned to Subgrantee under a standard agreement will remain the property of Agency, regardless of their value. The disposition of all loaned equipment shall be readily available.

e. Disposal Requiring Prior Approval.

When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000.00 (five thousand U.S. dollars), and which has a current per-unit, fair-market value of more than \$5,000.00 (five thousand U.S. dollars), Subgrantee shall submit a written notification to the appropriate Program Coordinator with a copy to the Agency Financial Compliance Monitor. If Agency consents, Agency Program Coordinator will provide instructions regarding the method of disposition. Agency reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards for equipment of the Agency from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

Items of equipment with a current per-unit, fair-market value of \$5,000.00 (five thousand U.S. dollars) or less may be retained, sold or otherwise disposed of upon written notification to the appropriate Agency Program Coordinator with a copy to Agency Financial Compliance Monitor with no further obligation. The Agency Program Coordinator shall be notified of all title transfers, sales, and other methods of disposition. Agency may review disposition records upon notification of Subgrantee.

32. Insurance and Workers Compensation.

Subgrantee shall provide all necessary insurance as described in Exhibit C. Subgrantee shall require and ensure that each of its Subrecipients and Subcontractors complies with these requirements.

Subgrantee shall not perform any services related to emergency shelters until Agency has the appropriate Physical Abuse and Sexual Molestation coverage as outlined in the Exhibit C (Insurance Requirements) of this Agreement and has provided such coverage to Agency.

33. Subgrantee Status

Subgrantee shall perform all Work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of the Agency or State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to Work performed under this Agreement.

Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

Subgrantee certifies that it is not employed by or contracting with the federal government for the Work covered by this Agreement.

Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors or employees:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2) above;
- d. Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

- e. Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control for the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

34. Captions

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

35. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

36. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

37. Grant Funds

Grant funds are used in conjunction with this Agreement. Subgrantee assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subgrantee or by any of its Subrecipients, agents or assigns and shall, upon breach of grant conditions that require the State to return funds to the grantor, whether such breach is by Subgrantee or by any of its Subrecipients, agents or assigns, hold harmless and indemnify the State for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to Agency; or if there are legal limitations on the indemnification ability of the Subgrantee, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement

38. Indemnity

Subject to applicable law, Subgrantee shall and shall require by contract that its subrecipients shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and Agency and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the negligent activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

39. Oregon False Claims Act

Subgrantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any

action or conduct by Subgrantee pertaining to this Agreement that constitutes a “claim” (as defined by ORS 180.750(1)). By its execution of this Agreement, Subgrantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Subgrantee.

Without limiting the generality of the foregoing, Subgrantee represents and warrants that:

- a. Subgrantee’s representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
- b. None of Subgrantee’s performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.

For purposes of this Section 2.F., a “False Claims Act Violation” means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

Subgrantee shall immediately report in writing, to Agency, any credible evidence that a principal, employee, agent, subcontractor, subrecipient, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.

Subgrantee understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or Agency under any other provision of law, or this Agreement.

40. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of Agency or Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein.

41. Time is of the Essence

Time is of the essence in the performance of all Work under this Agreement.

42. No Limitations on Actions of Agency in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of Agency in the exercise of its governmental powers. It is the express intention of the parties hereto that Agency shall retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall Agency have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

43. Amendments

- A. Agency reserves the right to add or amend NOAs as indicated herein. Otherwise, the parties may not waive, supplement or amend the terms of the Agreement, in any manner whatsoever, except by written amendment signed by all parties and for which all necessary State of Oregon approvals have been obtained.

Changes to or additions of the Work by the Subgrantee shall require the prior written approval of Agency. Requests for and justification of any change must be submitted in writing to Agency and be approved in writing by Agency prior to commencement of the requested change.

All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds. These amendments to federal terms and conditions included in the original Agreement will be sent to Subgrantee and will become part of the original Agreement. New federal terms and conditions not included in the original Agreement will follow the formal amendment process.

- B. Changes via Electronic Communication. Upon approval from Agency, the following changes to the Agreement may be accomplished by electronic communication (email acceptable) that document agreement by Subgrantee and Agency and may be considered as administration of the Agreement and not an amendment:
 - a. Updates to Subgrantee's Grant Manager or Agency's Grant Manager and/or Program Coordinator.
 - b. Transfers of funding between grant categories, provided this does not result in an increase to the overall NTE of the Agreement.

44. Merger Clause

This Agreement, the attached exhibits and resulting Community Plans, and NOAs 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, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary Agency approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

45. Waiver.

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or of any other provision of this Agreement.

46. No Assignment by Subgrantee.

Subgrantee shall not assign its rights or obligations under this Agreement without the express written consent of Agency. Agency may assign its rights and obligations under this Agreement, including to a successor entity.

47. Required Notifications to Agency.

In addition to the requirements provided elsewhere in this Agreement, Subgrantee shall immediately report changes in Key Personnel including Fiscal, Program and Executive Level Leadership.

48. Diversity, Equity and Inclusion.

Agency and Subgrantee commit to an intentional, data driven approach to reduce disparities in housing and social service provisions. Agency commits to creating a system to analyze Agency –funded programs and remove identified barriers to accessing opportunities within those programs.

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49. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subgrantee and subrecipients' employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Subgrantee is bound by and will comply, and require its subrecipients to comply, with all federal, state and local laws, regulations, requirements, terms and conditions contained in and as applicable to this Agreement; and

F. Subgrantee further certifies to having a formal statement of nondiscrimination in employment policy.

[Signature Pages Follow]

SIGNATURE PAGE

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signature: _____
Title: _____
Name (Type or Print): _____
Date: _____
Telephone Number: _____
Email Address: _____
Subgrantee Address: _____

44. SIGNATURE OF STATE’S AUTHORIZED REPRESENTATIVE

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: _____
Margaret Solle Salazar, Director or designee Date

Reviewed and Approved: _____
Mike Savara, OHCS Grant Administrator Date

DEPARTMENT OF JUSTICE

Approved for legal sufficiency by:

Insert Name, Title Date

EXHIBIT A
ESG-CV Program Requirements

1. Description.

The Emergency Solutions Grant – Coronavirus Relief (ESG-CV) provides federal funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus. Subgrantees must maintain adequate documentation to assure these funds are used for the intended purpose.

People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.

2. Scope of Work.

- A)** Subgrantee shall comply and perform, and shall cause and require that its subrecipients comply and perform, all work to the satisfaction of Agency, and in accordance with the terms of this Agreement, including applicable program requirements including the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The remaining provisions of this Section 2 are supplemental to, and do not limit obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
- B)** Subgrantee shall, and shall cause and require its subrecipients to administer the program in a manner satisfactory to Agency and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Expend no more than the percentage of funds allowed by Agency (including allowable costs shared with subrecipients) of its program award for allowable administrative costs as outlined in Exhibit B, Approved Budget, in order to provide the services outlined in this Agreement, including Exhibit A-1, Project Details.
 - 2) Conduct an applicant evaluation to determine eligibility for program services in alignment with Agency and HUD requirements.
 - 3) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
 - 4) May utilize program funds to address the specific needs of various homeless subpopulations.
 - 5) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

2. Program Specific Reporting.

Subgrantee shall, and shall cause and require its subrecipients to submit to the satisfaction of Agency all reports as required in this agreement, including but not limited to:

- Quarterly submission of the HMIS Participant Demographic Report
- Subgrantee shall provide additional reports as requested by Agency.

Subgrantee may request, in writing to the OHCS Program Coordinator, a reporting deadline extension when necessary.

3. Pre-Award Costs. Subgrantee is authorized to use grant funds to cover or reimburse costs incurred before the effective date of this Agreement to cover or reimburse costs incurred before the period of performance provided that the cost to be covered or reimbursed would be otherwise allowable under the flexibilities and requirements established for ESG-CV funds and was incurred by Subgrantee to prevent, prepare for, and respond to coronavirus.

4. Performance Measures.

Subgrantee shall, and shall cause and require its subrecipients to administer the program in a manner consistent with program requirements to achieve the following performance goals:

- a. Increase housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from program or project funded by program. Preliminary statewide target is 30%

5. Required Data Collection.

Subgrantee and its Subrecipients are required to enter client services data into the Homeless Management Information System (HMIS) to ensure accurate and expedient reporting of all required data as stipulated by the Agency.

EXHIBIT A-1 ALLOWABLE PROGRAM COMPONENTS

All projects must meet all applicable HUD ESG requirements in 24 CFR Part 576 or HUD ESG-CV requirements (per CPD-20-08 ESG-CV Notice). These include but are not limited to delivering services within the applicable allowable Program Components:

- **Street Outreach.** 25 CFR 576.101 Street Outreach is service delivery for the specific purpose of reaching out to unsheltered people experiencing homelessness while connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. Street Outreach provides a critical pathway for people experiencing homelessness to receive life-saving services and supports while living outside of a shelter or housing environment. This includes engagement into services, case management, emergency health and mental health services, transportation and services for special populations including communities of color, youth and victims of domestic violence.
- **Emergency Shelter.** Includes case management and shelter operations, including onsite services (such as patient health services), renovations (rehab and conversion), maintenance, rent & utilities, security, fuel, equipment, insurance, food, furnishing, supplies, and hotel/motel vouchers. Additionally, as permitted by the CARES Act, ESG-CV funds may be used to pay for temporary emergency shelters for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to coronavirus. Refer to ESG-CV Waiver CPD 20-08 and accompanying program guidance for more information about Temporary Emergency Shelter. Temporary Emergency Shelter funds must be spent by January 31, 2022 unless otherwise noted.
- **Rapid Rehousing.** An evidenced-based practice for quickly engaging an individual or family experiencing homelessness back into permanent housing when long term supports and services are not required to sustain the tenancy of the household. Rapid Rehousing is delivered without pre-conditions such as sobriety, income or employment and services are tailored to meet the unique needs of each household. Eligible activities include rental assistance (arrears included), application fees, security deposits, utility deposits/payments, moving costs, case management, and credit repair.
- **Homeless Management Information System (HMIS).** The information system designated by the Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness. Funds may be used to pay the costs of contributing data to the HMIS designated by the CoC for the area, including the costs of: hardware, software, equipment, technical support, office support, salaries for operating HMIS, training expenses, HMIS participation fees, user accounts or a comparable database for victim service providers.
- **Homelessness Prevention.** Homelessness Prevention is a critical tool to ensure that individuals and families at risk of homelessness are able to avoid losing their housing in the first place. ESG-CV funds may be used for the costs of providing housing relocation and stabilization services and/or short and/or medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter or into homelessness. Eligible activities under Homelessness Prevention

include rental assistance (arrears included), application fees, last month's rent on a new lease, security deposits, utility deposits/payments, moving costs, case management, and credit repair for households at risk of homelessness or imminent homelessness. Income levels for Homelessness Prevention clients cannot exceed 50% AMI.

EXHIBIT B PROJECT DETAIL AND BUDGET

Project Summary: This project includes the purchase of ten (10) additional pallet shelters some of which would be placed in a temporary sanctioned and regulated campground located on the South end of the Rogue Valley and managed by Rogue Retreat. The campground would utilize the coordinated entry and HMIS systems to identify and prioritize residents to be welcomed into the camp, as well as referrals from law enforcement and partner organizations. Rogue Retreat would oversee the camp and utilize their existing case management model to connect campers to additional community resources and work toward transitioning them to more permanent housing. The Subgrantee would also like to place a few of the pallet shelters in church parking lots within the City. This portion of the proposed project is an expansion of a pilot program already underway which is a partnership between the Subgrantee and the Unitarian Church. This portion of the proposed project builds on the successful Overnight Parking Program which has been in operation for over a year in Ashland. The Overnight Parking Program with the addition of a Pallet Shelter option would allow for the placement of pallet shelters in church parking lots. Options for Helping Residents of Ashland currently registers prioritizes homeless individuals and households for available spaces in the program utilizing the coordinated entry and HMIS system. The Overnight Parking program identifies priority populations for spaces, and these priorities would remain in place for placement in a pallet shelter. The occupants of the shelters would be overseen by community volunteers and would have access to navigation services and other community resources through Options for Helping Residents of Ashland, faith-based organizations and community volunteers.

Street Outreach: Options for Helping Residents of Ashland has become the default resource hub for Subgrantee and for those on the South end of the Valley. During the pandemic when many agencies and service providers had to close their offices to the public, OHRA remained open, often offering the only way for homeless and vulnerable populations to access any mainstream social service resources. Because the libraries were closed many people who relied on library for computer and internet access had to turn to OHRA to gain access to essential state programs such as emergency SNAP assistance, unemployment benefits and replacement identification card replacement. Since the onset of the pandemic OHRA has seen more than double the regular volume of visitors to their resource center each day. Because OHRA also run the Winter Shelter program, those needing shelter will often approach OHRA to find out about available shelter beds and other resources. The Subgrantee is coordinating with an emergency inclement weather shelter volunteer group, a group of emergency shelter hosts which includes several formerly homeless individuals who are dedicated to making sure that a low-barrier shelter is available to keep people from freezing to death. The Subgrantee, much like other cities, relies heavily on the Police Department as the main street outreach resource. Community service officers and park patrol officers often interface with the homeless population and are able to form relationships of trust with them. Community policemen and women are often able to direct homeless populations to the resources that they need.

Emergency Shelter: This project includes the purchase of ten (10) additional pallet shelters some of which would be placed in a temporary sanctioned and regulated campground located on the South end of the Rogue Valley and managed by Rogue Retreat. Rogue Retreat would oversee the camp and utilize their existing case management model to connect campers to additional community resources and work toward transitioning them to more permanent housing. Subgrantee would also like to place a few of the pallet shelters in church parking lots within the City. This is portion of the proposed project is an expansion of a pilot program already underway which is a partnership between the Subgrantee and the Unitarian Church. This portion of the proposed project builds on an existing successful Overnight Parking Program which has been in operation for over a year in Ashland. The Overnight Parking Program with the addition of a Pallet Shelter option would allow for the

placement of pallet shelters in scattered sites throughout the City, which promotes community integration and lessens the impact on any one neighborhood. The Overnight Parking program identifies priority populations utilizing HMIS and Coordinated Entry systems, and these priorities would remain in place for priority in a pallet shelter.

APPROVED BUDGET

ADMINISTRATION	\$15,000.00
PROGRAM DELIVERY	
Data Collection	\$5,000.00
Shelter - Operations	\$280,000.00
TOTAL PROGRAM DELIVERY	\$285,000.00
TOTAL NOT TO EXCEED GRANT ALLOCATION	\$300,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

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

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Subgrantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee shall require and ensure that each of its subcontractors complies with these requirements. If Subgrantee is a subject employer, as defined in ORS 656.023, Subgrantee shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Subgrantee is an employer subject to any other state’s workers’ compensation law, Subgrantee shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Subgrantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not required**

Subgrantee shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which Subgrantee (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000.00 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not required**

Directors, Officers and Organization insurance covering the Subgrantee’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$2,000,000.00 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required **Not required**

Employee Dishonesty or Fidelity Bond covering loss of money, securities and property caused dishonest acts of a Subgrantee’s employees. Coverage limits shall not be less than \$1,000,000.00.

PHYSICAL ABUSE AND SEXUAL MOLESTATION:

Required **Not required**

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subgrantee’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG

20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Subgrantee shall waive rights of subrogation which Subgrantee or any insurer of Subgrantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subgrantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Subgrantee or the Subgrantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subgrantee 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 Grant Agreement, for a minimum of 24 months following the later of (i) Subgrantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Subgrantee termination of this Grant Agreement, or, iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Subgrantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D
Federal Assurances; Terms and Conditions

Subgrantee hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

- A. Application, Acceptance and Use of Federal Funds.** Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, and use of all federal funds under this Agreement which may include, but are not limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Department of Treasury has supplemented the foregoing at Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and Treasury interpretive guidance.
- B. Further Assurances.** As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and Treasury interpretive guidance, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

- 1. Miscellaneous Federal Provisions.** Subgrantee shall comply and require all subrecipients to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply and require all subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subgrantee shall comply and require all subrecipients to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended.

- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.
- 4. Other Environmental Standards.** Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 5. Energy Efficiency.** Subgrantee shall comply and require all subrecipients to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 6. Truth in Lobbying.** By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subgrantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Audits.

- a. Subgrantee shall comply, and require any subrecipient to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- b. If Subgrantee receives federal awards in excess of \$750,000 in a fiscal year, Subgrantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
 - c. Subgrantee shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and State.
- 8. Debarment and Suspension.** Subgrantee shall not permit any person or entity to be a subrecipient if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee,

officer, agent or subrecipient has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

- 10. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Subgrantee agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a Subgrantee, subrecipient or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 11. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable,

obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities

- 12. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- 13. System for Award Management (SAM) reporting (41 USC § 2313).** The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.
- 14. Requirement to report breach of personally identifiable information (PII) per OMB M-17-12.** The Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient) -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

EXHIBIT E
Information required by 2 CFR § 200.331(a)(1)

Federal Award Identification:

- (i) Subgrantee name (which must match registered name in DUNS): City of Ashland
- (ii) Subgrantee's DUNS number: 076395508
- (iii) Federal Award Identification Number (FAIN): E-20-DW-41-0001
- (iv) Federal Award Date: 10/09/2020
- (v) Sub-award Period of Performance Start and End Date: From 6/23/2020 to 6/22/2022
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$300,000.00
- (vii) Total Amount of Federal Funds Obligated to the Subgrantee by the pass-through entity including this Agreement: \$300,000.00
- (viii) Total Amount of Federal Award committed to the Subgrantee by the pass-through entity:
\$300,000.00
- (ix) Federal award project description: Emergency Solutions Grant funds to cover costs incurred to prevent, prepare for, and respond to coronavirus.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of federal awarding agency: US Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Housing and Community Services
 - (b) Contact information for awarding official of the pass-through entity: Gaby Zhu, Chief Financial Officer
- (xi) CFDA Number and Name: 14.231 – Emergency Solutions Grants Program – CARES Act Funding
Amount: \$56,178,636.00
- (xii) Is Award R&D? No

News Release



Oregon Housing and Community Services

FOR IMMEDIATE RELEASE

April 5, 2021

CONTACT:

Kate Gonsalves
Senior Communications and Public Relations Coordinator
Oregon Housing and Community Services
(503) 931-5087, Kate.Gonsalves@oregon.gov

Grantees Announced for More than \$40 Million in Emergency Solutions Grants to Prevent and Respond to COVID-19

Oregon Housing and Community Services announces grantees to be awarded funds to help Oregonians experiencing homelessness and prevent housing instability.

SALEM, OR – Oregon Housing and Community Services (OHCS) publicly announced awardees for the second round of Emergency Solution Grants-Coronavirus (ESG-CV2) at this month’s [Housing Stability Council meeting](#). The ESG-CV funds are part of the [Coronavirus Aid, Relief and Economic Security Act \(CARES Act\)](#) and are being used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are experiencing homelessness or at risk of falling into homelessness. This is the first time in state history OHCS allocated homeless response and prevention resources allocated by the U.S. Department of Housing and Urban Development through a competitive process.

“We know that during this crisis, too many Oregonians are falling into homelessness or living unsheltered,” said OHCS Executive Director Margaret Salazar. “This funding is historic because it will help rebuild lives, and because we are partnering with an array of diverse service providers that have trusted relationships with Oregon’s communities of color, so we can reach people hardest hit by the crisis.”

During the 2020 Special Session, given the magnitude of the ESG-CV resources and the demands of the COVID-19 pandemic, OHCS sought and received flexibility from the Oregon Legislature to allocate \$42 million of ESG-CV to providers who had not previously been eligible





under the House Bill 4304 (2020 2nd Special Session). These funds will be distributed by geographic Continuum of Care (CoC) region to ensure that projects meeting the state goals and priorities are funded adequately throughout the state.

“In the midst of this public health crisis, we must continue to be actionable and strategic in deploying solutions to address and prevent homelessness,” said OHCS Director of Housing Stabilization Andrea Bell. “Together with community partners we were able to be adaptive in leveraging dollars strategically for the greatest impact to provide critical services to those at the margins.”

A total of 58 applications were received from providers across the state. Applicants were required to meet the federal funding definitions and comply with the ESG Federal Grant Requirements to receive funding. After a rigorous review process, 36 applicants were notified that OHCS intends to award funds. Applications encompassed proposals for serving multiple population groups, including communities of color, veterans, women and families, youth, and include both community-based organizations and state government/local jurisdiction entities. Several applications are considered culturally specific providers, and many others provide culturally-responsive services per the definitions provided in the application.

“Wonderful news!” said Melissa Erlbaum of Clackamas Women’s Services. “Over the past year we’ve seen a drastic uptick in the need for lifesaving support services. Being able to participate in this funding opportunity will provide critical resources for the individuals and families we serve escaping domestic and sexual violence.”

These resources and partnerships will advance [Oregon’s Statewide Housing Plan](#) in providing critical services for people experiencing homelessness and addressing the disproportionate effects of COVID-19 on communities of color and other at-risk populations. The complete list of ESG-CV2 awardees is available below. Oregonians in need of assistance can contact 2-1-1 to be connected with local service providers.

Lane County \$6,758,209	Easter Seals of Oregon \$411,037
Do Good Multnomah \$702,965	Mid-Columbia Community Action Council \$3,123,616
NAYA Family Center \$357,000	Community Services Consortium \$2,634,039
NARA Northwest \$794,000	Yamhill Community Action Partnership \$498,042
WorkSystems \$1,700,315	Community Action Partnership of East Central Oregon 1,048,000
Human Solutions \$189,468	Jackson Street Youth Services \$369,503
Options for Helping Residents of Ashland (OHRA) \$1,464,192	Peace at Home \$527,725
Hearts with a Mission \$484,875	NW Coastal Housing \$833,125
Maslow Project \$242,000	Albany Helping Hands \$1,613,000
City of Ashland \$300,000	Operation Rebuild Hope \$1,121,635
Community Alliance of Tenants \$200,000	Onward Roseburg \$202,760
Bethlehem Inn \$650,000	Community Action Organization \$2,411,800
J Bar J \$184,237	Home Plate Youth \$1,050,147
Thrive Central Oregon \$841,496	Boys and Girls Aid \$230,886
Square One Villages \$317,525	Family Promise of Tualatin Valley \$1,336,155
NeighborImpact \$1,090,000	Clackamas Women’s Services \$986,336
St Vincent de Paul \$150,000	Clackamas Service Center \$144,230
Mid-Willamette Valley Homeless Alliances \$5,519,336	NW Housing Alternatives \$105,757



