



# Council Study Session

March 4, 2024

<b>Agenda Item</b>	2200 Ashland St. Discussion		
<b>From</b>	Sabrina Cotta	Interim/Deputy City Manager	
<b>Contact</b>	Sabrina.cotta@ashland.or.us		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input checked="" type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>		

## **SUMMARY**

The State has allocated additional funding for the City of Ashland to shelter homeless individuals until the end of the biennium. Given that doing so at the 2200 Ashland Street site would require significant investment and renovations to the building to work as a long-term shelter site without meeting the stated goal of Access to continue with 30 shelter beds, staff is asking Council to review the offer from Access and provide direction on how they would like to proceed.

## **POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness.
- Respect for the citizens we serve, for each other and for the work we do.
- Excellence in governance and City services.

## **BACKGROUND AND ADDITIONAL INFORMATION**

On August 15, 2023, a request to approve the acquisition of 2200 Ashland Street (391E14BB-Tax Lot 200; 1.20 acres) for the use of an emergency and inclement weather shelter was brought forward to Council and approved using partial funding from Access to complete the purchase with the understanding that the City would also stand up 30 shelter beds until January 10, 2024. City staff and Access representatives had a meeting on February 12<sup>th</sup>, 2024, where it was communicated that the State of Oregon has allocated funding for the City of Ashland to continue shelter operations at 2200 Ashland St.

Access has stated the State has allocated \$1.8 million for renovations to the building and \$800,000 in operational funds to continue sheltering activities at the 2200 Ashland Street site. The expectation is for Ashland to continue to provide 30 shelter beds until the end of the biennium, potentially the next ten years pending additional funding allocations from the State, if the City accepts the funds provided by the State. Construction must take place at this location to allow for continued sheltering at the site and in the interim there is funding for houseless individuals to be placed in hotels or alternate locations during the construction period.

There is an on-going discussion between the City and Access in terms of the original grant funds and the commitment the City made to the site being a severe weather shelter for the next nine years. The City accepted the original grant funds predicated on the use of the site as a Severe Weather Shelter with Access affirming it as a viable use of the space at the time the agreement was made. The City believes the original commitment is complete as long as the building is continued to be used as a severe weather shelter. Access believes that the





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City must continue to operate 30 24/7 shelter beds for as long as the state provides ongoing operating funds. The City is committed to continuing to work with Access to move forward in a way that is agreeable to both parties. Council must determine how they would like to move forward:

- Accept the State funding and make the necessary building changes to the structure to allow for continued sheltering at the site acknowledging that additional beds space must be found to meet the 30 bed expectation set by Access.
- Decline the State funding and end the 24/7 sheltering at the site.
- Direct staff to work with Access on alternative uses of the funds to allow for continued sheltering in the community while not using funds for construction on the building given the end result does not meet the 30 bed requirement of the funds provided.

The City has committed to providing a severe weather shelter through Resolution No. 2022-23 and the original intent of the purchase of 2200 Ashland Street was to provide the City with a facility to adequately provide severe weather sheltering as outlined in Resolution No. 2022-23. With the acceptance of State funds, the City of Ashland committed to standing up 30 shelter beds which it did commencing on November 1, 2024, with the original end date of January 10, 2024. The emergency 24/7 shelter was extended to March 31<sup>st</sup>, 2024, through executive order and discussion of additional grant funds from the State to keep the shelter operational. The City extended their contract with OHRA to keep the 24/7 emergency shelter open through March 31<sup>st</sup>, 2024, at which time the shelter will be closed due to fire code restrictions. If the direction is to transition the building to a permanent shelter, a change of use permit will be needed through the building department. A design professional (Oregon Licensed Architect) will need to provide detailed plans of the changes and code analysis demonstrating a code complaint path that meets current building codes (2022 OSSC).

Items that need to be considered regarding 2200 Ashland Street:

### *Occupancy considerations:*

The building code specifies different requirements for permanent and temporary shelters. For permanent shelters, the code requires 200 square feet per occupant. Based on this rule and the current building's size and layout, only 13 occupants are allowed. However, for temporary severe weather shelters, the requirement is much less at 35 square feet per occupant, and this arrangement is only allowed for up to 90 days within a 12-month period. This means the building can accommodate more people temporarily during severe weather without needing modifications provided a Fire Watch is maintained during its use as a temporary shelter.

The city is considering collaborating with the Department of Human Services (DHS), the Oregon Health Authority (OHA), the building official, and the fire marshal to potentially increase the number of permanent occupants allowed in the building. However, without a final design and site plan, it's uncertain whether this will be permitted. To meet the goal of providing 30 beds, it's likely that additional funding and locations for shelter beds will be needed, even with building renovations.



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## Renovations needed to the building to continue as a 24/7 shelter include:

- Upgrading the kitchen
- Installation of bathrooms for ADA accessibility- currently an external porta potty serves this function.
- Laundry facilities- currently an external trailer serves this purpose.
- Shower facilities- currently an external trailer serves this purpose.
- A sprinkler system
  - Estimated cost is \$7-10 per square foot (\$37,331 - \$53,330)
  - Additional cost for a new meter backflow and riser- Cost TBD
- A wire strobe alarm system
  - Estimated cost \$3 to \$6 per square foot (\$15,999 - \$31,998)
- Additional egress (potentially)
- Window height adjustment (potentially)- sleeping is not allowed in rooms that do not have an emergency egress opening.
- Adjustment of number of restrooms- for congregate and dormitory living, one restroom per 10 occupants per gender is required and one drinking fountain for standing persons and one for persons in wheelchairs for every 1-100 occupants.

After the Council decides how they would like to proceed, City staff will be in communication with Access about how the City will be moving forward in terms of the additional funding offered and next steps regarding 2200 Ashland Street.

## **FISCAL IMPACTS**

### The City has made a considerable investment into this site to include:

- Total purchase price of \$2 million which included an all-cash payment of \$1.4 million from grant funds including \$1 million from Access for the purpose of purchasing a building to act as an emergency and severe weather shelter. Finance of the additional \$600 thousand at 3.75% for 20 years with no prepayment penalties.
- Operational costs to-date of 2200 Ashland Street include:
  - \$27,000 for Architectural fees for occupancy certification requirements
  - \$161,263 in construction costs, fencing, security cameras and utilities.
  - \$11,088 in operational needs such as utilities, repairs, trash, porta potties
  - \$133,705 in OHRA contract costs to-date



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The grant funding being proposed by the State to staff's knowledge will not address the outstanding balance of the building purchase nor will it address the on-going cost of maintenance and further site development over the next ten-year period though additional grant funding may be available in the future.

## **DISCUSSION QUESTIONS**

The Council may discuss whether to accept state funding and renovate 2200 Ashland Street for continuous shelter operations, decline the funding and cease 24/7 sheltering, or work with Access on alternative uses of the funds that allow for community sheltering without meeting the 30-bed requirement, considering the fiscal impacts, the commitment to providing severe weather sheltering, and the need for additional shelter beds or facility modifications to meet building codes and occupancy standards.

## **SUGGESTED NEXT STEPS**

As the Council cannot direct a course of action during a study session, this matter is scheduled for further review and decision-making at their regular meeting on March 5th, 2024.

## **REFERENCES & ATTACHMENTS**

- Council Communication: 8/15/2023 Acquisition of the Coming Attractions Property at 2200 Ashland Street.
- Resolution No. 2022-33 A Resolution Repealing Resolution No. 2013-94 and Setting Policies and Conditions Under Which Ashland Will Activate Severe Weather Emergency Shelter Facilitation
- City of Ashland E.O. 23-02 Regional Unsheltered Homelessness Emergency Response Grant Application
- City of Ashland E.O. 23-02 Subrecipient Agreement
- City of Ashland Monthly Congregate Shelter Cost-Corrected email



# Council Business Meeting

August 15, 2023

<b>Agenda Item</b>	Acquisition of the Coming Attractions property at 2200 Ashland Street (Taxlot 391E14BB -TL300) for an emergency and inclement weather shelter		
<b>From</b>	Joseph L. Lessard Scott Fleury Brandon Goldman	City Manager Public Works Director Community Development Director	
<b>Contact</b>	<a href="mailto:Joe.lessard@ashland.or.us">Joe.lessard@ashland.or.us</a>		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Old Business <input type="checkbox"/>		

### **SUMMARY**

Before Council is a request to approve the acquisition of 2200 Ashland Street (391E14BB -Tax Lot 300; 1.20 acres) with a 3097 sq-ft commercial facility, for use as an emergency and inclement weather shelter.

### **POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

### **BACKGROUND AND ADDITIONAL INFORMATION**

The Council has long been engaged with City Management to determine appropriate next steps for an emergency and inclement weather shelter, specifically acquisition of a site/building that can accommodate the City's needs long-term and align with previously awarded grants.

The City has been coordinating with a Commercial Real Estate Agent on acquisition and been negotiating for acquisition of 2200 Ashland St. ,391E14BB -Tax Lot 300. The site is 1.2 acres with a 3097 square foot commercial use officed space building and parking. The building can be improved to accommodate an overnight shelter that meets the City's need for an inclement weather shelter (primarily winter & summer seasons) that also meets requirements of the State of Oregon's 'All In' grant that was accepted by the Council at its June 6, 2023, Regular Meeting.

The negotiation has concluded with both the seller and buyer (City of Ashland) reaching terms.

The general terms of the acquisition are:

- The total purchase prices is \$2 million; and
- The purchase price will be paid by an all-cash payment of \$1.4 million from grant funds and owner carry financing of \$600 thousand at 3.75% for 20 years with no prepayment penalties.

### **FISCAL IMPACTS**

The City has received two grants that support an emergency and inclement weather shelter for houseless individuals. The first Grant is a State of Oregon's "All In" grant of \$1,158,100. The second grant is a Department of Administrative Services (DAS) grant of \$1,000,000. The City also appropriated \$200,000 in its 2023-2025 BN General Fund Budget for use towards operation of its inclement weather shelter. These funds will be used to





# Council Business Meeting

cover the cash required for the property acquisition and the remaining funding will be used to improve the facility, cover future financing payments until additional grant funds are secured and cover the facility's operation costs.

## **SUGGESTED NEXT STEPS**

Next steps including closing on the property and making necessary improvements to begin occupation as an emergency shelter under the previously accepted grant requirements. The City staff will also respond to questions from nearby neighborhood residents and businesses concerning the emergency shelter's operation and plan to for next steps to address potential concerns.

## **MOTION**

*I move to approve the acquisition of 2200 Ashland Street, property 391E14BB -Tax Lot 300 for a cash price of \$1,400,000 and owner carried finance of \$600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.*

## **REFERENCES & ATTACHMENTS**

None

**RESOLUTION N O . 2022-33**

**A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER EMERGENCY SHELTER FACILITATION**

**RECITALS:**

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

**THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**

**SECTION 1.** This resolution repeals and replaces Resolution 2013-04.

**SECTION 2. Provision of Emergency Shelter During Severe Weather Events**

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
  - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
  - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
  - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
  - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

**SECTION 3. City's Role in Instances of Emergency Shelter**

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.**
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

#### **SECTION 4. Severe Weather Activation**

Provisions for emergency shelter will be activated as follows:

- a) When the City Manager, or their designee, determines that weather conditions are or are



likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

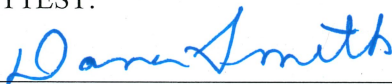
- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
  - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

**SECTION 5.** Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

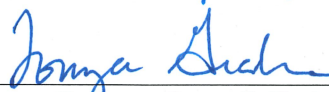
**SECTION 6.** This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

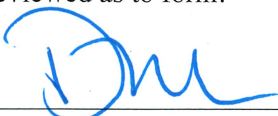
ATTEST:

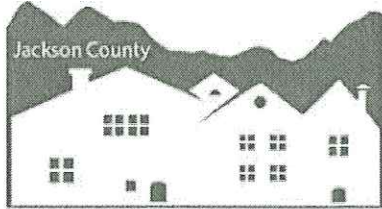
  
Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18<sup>th</sup> day of July, 2023.

  
Tonya Graham, Council Chair

Reviewed as to form:

  
Doug McGear, Interim City Attorney



**Regional Unsheltered Homelessness Emergency Response**  
**Emergency Order EO 23-02**  
**Deadline: 5 p.m., Friday, May 19, 2023**

**CONTINUUM of CARE**

<b>Legal name of organization</b>	City of Ashland
<b>Organization designation (underline)</b>	Non-profit corporation <b>Public Entity</b> Other (explain)
<b>Program Name</b>	<b>Ashland Low Barrier Shelter and Urban Rest Stop</b>
<b>Address</b>	20 E. Main Street
<b>City, State, Zip</b>	Ashland, OR 97520
<b>Tax ID Number &amp; UEI #</b>	Tax ID 93-6002117 & UEI CRCQD8ZGQSR6
<b>Organization Director</b>	Joseph L. Lessard, City Manager
<b>Program Director Name and Title (If not organization director)</b>	Linda Reid, City of Ashland Housing Program Manager
<b>Phone &amp; E-mail</b>	541-552-2043 reidl@ashland.or.us
<b>Agency Total Operating budget</b>	\$118,907.051
<b>Program Budget</b>	\$2,330,000
<b>AMOUNT OF REQUEST</b>	\$1,400,000
<b>Number of years your organization has been in operation?</b>	149 years
<b>Signature of Authorized Individual</b>	<i>Joseph Lessard</i>
<b>Print Name &amp; Title</b>	Joseph L. Lessard
<b>Date</b>	5/17/23

## PROGRAM PROPOSAL/NARRATIVE RESPONSE SECTION

1. Is your agency an equal opportunity employer?\*  Yes  No

\*Faith based organizations are exempt from this requirement.

Is your agency an equal opportunity service provider?  Yes  No

If you answered "no" to either of these questions, please explain.

2. **Organizational Overview:**

- a. Tell us about your organization, its mission, history, and services offered. Include information about your organizational structure and staffing levels.

### Mission

Vision Statement:

*Ashland is a resilient, sustainable community that lives within its means and maintains the distinctive quality of place for which it is known.*

*Ashland will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation.*

*Ashland will plan and direct its efforts to fulfill this vision for the long-term with a constant view toward being an open, welcoming community for all with a positive economic future.*

City of Ashland Policies:

Housing Element of the Comprehensive Plan:

*Ensure a range of dwelling types that provide living opportunities for the total cross-section of Ashland's population.*

*Housing opportunities should be available to all residents without discrimination and consistent with local, state, and federally recognized protected classes under fair housing law.*

Social and Human Services: *To ensure that all people in Ashland live in a safe, strong, and caring community, the City seeks to enhance the quality of life and promote self-reliance, growth and development of people. To these ends, the City will strive to provide resources and services to meet basic human needs.*

The City of Ashland is a municipality, and its primary mission is to maintain city facilities (such as parks, stormwater and sewer systems, and streets and sidewalks) and provide basic health and safety services, including law enforcement and fire protection. These services are essential. Additionally, the City supports services that promote the health and welfare of the economy, environment, and people. This includes economic development activities, conservation programs, and social service funding and programs. While the City has previously supported efforts to address homelessness, citizens and organizations now seek a more proactive role from the City due to the impact of the Coronavirus pandemic and wildfires.

Over the years, the City has engaged with service providers, the faith-based community, and community advocates to gather feedback on needs and solutions for homelessness. This grant application reflects those efforts and community engagement regarding the most urgent needs.

Although the City's mission does not directly involve serving homeless populations, it is committed to public safety and being responsive to community needs. However, as a small municipality with limited resources, the City needs to request additional resources to meet the current needs arising from recent disruptions and the increase in unhoused residents within the community.

### History

The City of Ashland, incorporated in 1876, has a rich history tied to the timber industry, a thriving theater community, and a prestigious educational institution. In recent years, it has become renowned for its arts, culture, and status as a top tourist destination in Southern Oregon, home to the Oregon Shakespeare Festival and Southern Oregon University.

Despite its smaller size compared to nearby Medford, Ashland has a strong track record of providing services and resources to address the needs of unhoused residents and migrant populations. However, effectively addressing the issue of homelessness throughout the Rogue Valley requires reciprocal coordination that encompasses Ashland's unique challenges.

As the largest city at the southernmost end of the valley and the primary exit off the interstate for travelers from California, Ashland serves as a regional focal point. It attracts both a significant number of unhoused travelers and long-term homeless residents. The demand for affordable housing is intensified by the city's service sector industry driven by tourism. Positioned along the I-5 corridor and renowned for its progressive community, expansive parklands, natural areas, and lively downtown plaza, Ashland consistently draws a substantial influx of tourists and visitors.

Thus, any comprehensive approach to addressing homelessness throughout the Rogue Valley must acknowledge and prioritize the challenges specific to Ashland. By fostering reciprocal coordination throughout the valley, a more effective and unified effort can be made to combat homelessness and support those in need within Ashland and beyond.

### Services and Capacity

The City of Ashland is an entitlement jurisdiction for Community Development Block Grant funds from the Department of Housing and Urban Development, and as such, is very familiar with HUD funded programs and program administration requirements. Traditionally, the City of Ashland acts solely as a grant administrator, rarely carrying out activities directly, preferring instead to provide institutional structure, staff expertise, and financial support to partner organizations to assist them in carrying out their respective missions while assuring that the needs of the community's most vulnerable citizens are being met. In instances of urgent need and extreme circumstances the City will sometimes take on enhanced roles in order to address the needs of those most vulnerable and at-risk members of the community.

In recent years due to the impacts of the pandemic and the wildfires, the City of Ashland has often taken on enhanced roles to ensure public safety and support partner agencies in the provision of basic health and safety resources. The City of Ashland has staff with expertise in

project management, grant administration, and project planning. The City also has a Building Department, Electric Department, Planning Department, Public Works and Engineering Department, and Fire Safety Division who can each contribute professional skills and resources to help implement this project on an expedited timeline and with a level of experience and expertise which can be costly, time consuming, and disjointed in the private sector.

Municipalities have distinct advantages over non-governmental organizations due to their access to a diverse range of internal resources, facilitating efficient internal communication, consultation, and streamlined approval processes. Furthermore, municipalities can tap into expertise and resources from various professional domains. The City of Ashland, for instance, possesses a skilled staff with expertise in project development, public contracting, public procurement, Federal and State grant administration, grant oversight, and a demonstrated history of successfully completing large-scale public facility projects.

To further enhance this activity, the City of Ashland will subcontract with Options for Housing, Resources, and Assistance. This organization has an impressive track record, including the acquisition and rehabilitation of the first Project Turnkey application awarded and operational in Oregon. Additionally, they bring extensive experience in shelter management and a noteworthy record of successfully transitioning individuals from shelters to permanent housing.

**b. Outline how your organization works in partnership with other agencies.**

The City of Ashland actively fosters partnerships with numerous non-profit organizations and groups within the community. City staff frequently engage in collaborative efforts with these partner organizations, advisory bodies, and citizens to address complex community issues. Recognizing the unique resources and infrastructure available to municipalities, the City provides support that many non-governmental organizations may lack or must seek through contracted services, incurring administrative costs and overhead. This support includes financial assistance and, at times, in-kind contributions such as staff support, administrative assistance, and access to buildings or locations for service provision.

Furthermore, the City often assumes the role of a community convener or facilitator, bringing together stakeholders to engage in discussions and collaborative planning surrounding issues that impact the entire community.

By playing this coordinating role, the City ensures that efforts are aligned, diverse perspectives are considered, and shared objectives are pursued. Rather than competing with non-profit service providers, Ashland focuses on supporting their endeavors, recognizing that collective action is essential in addressing community-wide challenges and achieving shared goals.

**c. Explain your agency's outreach efforts to underserved communities, diverse cultures, ethnic minorities, and special needs populations.**

Cities that administer State and Federal funds such as Ashland possess valuable expertise in conducting comprehensive outreach efforts aimed at engaging diverse community members, including ethnic minorities and individuals with special needs. These outreach activities are a regular requirement for cities, fostering their experience in effectively reaching out to and involving various segments of the community.

The City of Ashland proactively engages in ongoing public engagement initiatives to gather feedback for strategic planning, budgetary decisions, and community development purposes. In this process, the City actively seeks input from underserved communities and minority populations to ensure their perspectives are considered and to obtain valuable insights regarding City grant funding and community development priorities. By prioritizing inclusivity and actively involving these communities, the City of Ashland strengthens its commitment to fair and equitable decision-making processes and community-driven development.

**d. Describe your agency's process for addressing grievances from staff and clients.**

The City of Ashland has implemented multiple policies to address staff grievances and ensure a fair resolution process. Several adopted City policies establish a framework through which employees can collaborate with the City's Human Resources department to address grievances. Moreover, since a significant number of City employees are members of various Union groups, each Union contract includes a specific grievance policy that outlines the process for employees to address grievances with the support of their Union representative.

Additionally, the City's general grievance policy and process are clearly outlined in the City's municipal code, specifically in the section dedicated to General Personnel Policies and Procedures (3.08.110). This provides employees with a comprehensive understanding of the steps and procedures involved in filing and resolving grievances.

In a similar vein, the City's municipal code also addresses the Administrative Appeals Process for citizens in section 2.30.020. This ensures that client/customer complaints or concerns can be formally addressed, providing an avenue for individuals to seek resolution and express their grievances in a structured manner.

By having these policies and procedures in place, the City of Ashland demonstrates its commitment to fair and transparent processes for both employees and citizens, aiming to effectively address and resolve grievances in a timely manner.

**e. If you have a Limited English Proficiency Plan, explain it below. If not, tell us about your strategies for ensuring service access for applicants/clients with limited English proficiency.**

The City of Ashland currently lacks a Limited English Proficiency plan, but it has a contract with a translation service capable of providing language translations and sign language services for

meetings. In addition, the City's non-profit partner on this project, OHRA, has bi-lingual staff who can offer some translation support to clients.

To promote inclusivity, the City of Ashland has implemented an Equal Opportunity Employment Policy and an Affirmative Action Plan. These policies underscore the City's commitment to cultivating an inclusive, respectful, and harassment-free work environment and community. They also encourage diversity, equal opportunity, and access through reasonable accommodations. The City designates an Equal Employment and Affirmative Action Officer on staff to ensure compliance with these policies. Additionally, the City has an ADA policy in place to address reasonable accommodation for individuals with disabilities.

To further advance racial and social equity, the City has established a Social Equity and Racial Justice Advisory Committee. The committee's mission is to provide recommendations and support to the Council and City Manager while educating the community on policies, measures, and practices that foster racial and social equity and promote respectful intergroup relations. Furthermore, the City has enlisted Paradigm Consultants to conduct an internal Diversity Equity and Inclusivity (DEI) assessment, scheduled to begin in the fall of 2023. Once completed, Paradigm will provide a strategic plan to enhance DEI policies within the City.

- f. ***Outline how your agency utilizes HMIS Service Point to track and report on outcomes except for DV providers who use OSNIUM, comparable to HMIS. If you do not currently use HMIS Service Point, tell us about the data system you do use and about your willingness to become an HMIS Service Point user.***

The City of Ashland, although not directly providing services to homeless populations, grants funding to several homeless service providers. As a result, the City does not participate directly in the HMIS Service Point system. However, the City collaborates with partner organizations that are involved in the coordinated entry system. In the proposed project, beneficiaries of the "All In" funding will be registered in the HMIS system through the City's experienced partner organization, OHRA. OHRA has a longstanding history of receiving multiple State and Federal grants, which necessitate reporting in the HMIS system.

OHRA has actively participated in the HMIS system for several years and possesses extensive expertise in data entry and reporting for grants such as CoC, ESG, CDBG, and others funded by HUD and the State. Similarly, the City of Ashland routinely reports outcomes for HUD-funded grants in the IDIS database. Although the City itself does not directly engage in the HMIS system, the staff responsible for overseeing this project is well-versed in the data entry and reporting requirements for State and Federally funded projects.

- g. **Describe your experience with government grants.**

The City of Ashland possesses extensive experience in grant application, project completion, and the administration of Federal and State grants. The City has successfully managed numerous grants, with a long list of completed projects and a history of undergoing grant

monitoring and financial audits. The staff member responsible for administering this specific grant has 18 years of successful experience in grant administration and oversight.

Additionally, the City has a highly experienced finance department that adheres to Federal and State accounting practices and standards in grant management. The City's project partner, OHRA, also brings valuable experience in handling State and Federal grant funds and has a proven track record of effectively managing such grants.

**3. Which segment(s) of the EO 23-02 program are you applying for? RRH, Street Outreach or New Shelter Bed program?**

The City of Ashland is submitting an application to address the goal of creating new shelter beds. The City is requesting funding to acquire a building, complete renovations, and contract with OHRA to operate a low barrier nightly shelter from July 1, 2023, to January 10, 2024. This project will provide essential shelter services to unhoused individuals and families.

Furthermore, the City envisions utilizing the facility beyond the grant term by repurposing it as an inclement weather shelter and continuing contractual services with OHRA for operations. This will enable continued support for the sheltering needs of the unhoused population. The City is seeking a total of \$1.4 million in EO-23-02 grant funding, and it will contribute a substantial match of \$930,000 in City funding already secured to ensure the success and sustainability of the project.

**4. New Shelter Bed Program**

- a. Describe your plan to implement the EO 23-02 New Shelter Bed program. Be as precise as possible by identifying how you intend to add shelter beds.

The City of Ashland is submitting an application to provide 40 or more new congregate and non-congregate shelter beds. The City's request for funding is aimed at acquiring a property that includes an existing building suitable for immediate use as a congregate shelter. The targeted property is a 5000 square foot commercial building with existing bathrooms and food preparation capabilities.

Renovations are planned to enhance the facility, including the addition of a sprinkler system, upgrading the kitchen and bathroom facilities for ADA access, incorporating additional laundry facilities, and installing a 24-hour accessible public bathroom. This would address the lack of public bathroom facilities on the South end of Ashland. Additionally, utility hookups will be added to accommodate a laundry/shower trailer and the La Clinica mobile health unit, providing laundry and shower access to the community.

The City of Ashland owns 13 currently unoccupied pallet shelter units that can be relocated to the site. These units will be utilized to house special populations, such as families with children or individuals experiencing severe-persistent mental illness, in a non-congregate setting. While



primarily functioning as a low-barrier overnight shelter, the City envisions the site serving as an urban rest stop on the South side of the Rogue Valley, combining various resources requested by partner organizations already operating valuable programs in Ashland.

Multiple service providers, including meal programs, a laundry program, and OHRA, have expressed the need for the listed resources to offer their services consistently and at a fixed location. The City has a longstanding partnership with these organizations, providing financial support and locations for their services in the past. However, due to maintenance and repair issues, among other factors, the City can no longer offer locations to these service providers. The grant opportunity at hand would enable the City to provide much-needed permanent infrastructure to these partner organizations, who offer essential and sought-after services to the unhoused community.

For the operation of the low barrier nightly shelter, the City intends to contract with OHRA from July 1, 2023, to January 10, 2024. The total funding requested through the EO-23-02 grant is \$1.4 million, and the City would contribute significant matching funds of \$930,000 in City funding.

- b. Are you planning to purchase a facility, land, or construct units\*?  Yes \_\_\_\_\_ No. Will EO 23-02 funds be utilized?  Yes \_\_\_\_\_ No. If you answered yes, please describe your project timeline. Include information about your experience with construction, and project management, status of any needed permits, inspections, and so forth.**

The City plans to use grant funds to purchase a facility, and two properties have been identified that are currently available for acquisition. The City has been in communication with realtors regarding the purchase, and the timeline for acquiring a property is approximately 30 days from the time of the grant contract. Once the property is acquired, the City will work in collaboration with its shelter operations partner, OHRA, to set up the shelter, hire and train staff. This process is estimated to take another 30 days. The necessary renovations and upgrades to the facility will be carried out while ensuring that the shelter can continue to operate without any disruption or conflict, prioritizing its use as an emergency shelter.

The City of Ashland has extensive experience in property acquisition, construction projects, and professional project management. There are no planning approvals required for the purchase and utilization of the facility as a congregate and non-congregate shelter and urban rest stop. However, the City will need to apply for building permits to proceed with the proposed renovations, and the City's building department can offer consultation as well as an expedited permitting and inspections process. OHRA also brings extensive experience in shelter set up and staff training. They have successfully completed property acquisition and major rehabilitation projects utilizing both Federal and State grant funding.

- c. **\*The restrictive use period for all facilities that are acquired or constructed by recipient through the use of EO 23-02 grant funds is 10 years. Are you able to fulfill this requirement?**

The City of Ashland recognizes the critical need for a facility that can effectively serve the unhoused population in the community. Providing appropriate shelter and support services has been a longstanding community need, and the City is committed to addressing this issue. The City fully acknowledges and accepts the requirement that any facility acquired or constructed using EO 23-02 grant funds must be dedicated to this purpose for a period of 10 years. The City has no intention or need for a facility that does not serve the crucial purpose of addressing homelessness in the community. It is fully committed to fulfilling this requirement and ensuring that the facility remains dedicated to supporting the unhoused population for the specified period.

- d. **Are you planning to add beds to an existing facility? \_\_\_\_\_ Yes X No** If you answered yes, will construction, conversion, or rehabilitation be required?    Yes    No  
**If you answered yes, please provide a project timeline.**

- e. **Provide a program budget narrative for both construction and adding to an existing shelter that includes the unit cost per bed, the number of beds you plan to add, and an itemization of all shelter services offered.**

- f. **Do you plan to continue operating the added shelter beds after Jan. 10, 2024?**  
  X   Yes        No  
**If you answered yes, how will they be funded?**

The City of Ashland has General Funds set aside in the City’s budget for shelter operations. The City is also exploring other grant opportunities to provide additional funding to support shelter related activities.

5. **Will you be utilizing funds other than EO 23-02 for the project(s) you are proposing.   X**  
 Yes        No  
**If you answered Yes, please provide names and amounts for the other funding sources. EO-23 funds cannot be used to supplant existing funds for similar projects.**

Expense	Project Costs	Funding Source	Narrative
Building Acquisition	\$1,600,000	\$1,400,000-EO Grant \$ 200,000-DAS Grant*	Est. Site Acquisition Cost
Renovation Costs	\$ 200,000	\$ 200,000-DAS Grant	To include Sprinklers system, bathroom and kitchen upgrades,

			Shower Trailer hookups and soft costs.
Operations	\$ 200,000	\$ 200,000-DAS Grant	From 7/01/2023-01/10/2024
Operations	\$ 200,000	\$ 200,000-City General Fund	From 01/11/2024+
Outdoor Bathroom	\$ 130,000	\$ 130,000-DAS Grant and/or 2024 CDBG	Installation of a Portland Loo-for 24-hour public bathroom access
Total Project Costs	\$2,330,000		

\* DAS grant funding is secured

**6. If awarded, does your agency have the capacity to provide monthly reports?   X   Yes  
           No. If you answered no, please explain.**

The City of Ashland will contract with OHRA to provide data collection and reporting through the HMIS system as part of the shelter operations subcontract.

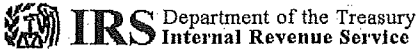
**7. If awarded, will you be able to spend funds by Jan. 10, 2024?**

Yes, the City and OHRA both have an excellent track record for timely and appropriate expenditure of State and Federal grant funds.

**REQUIRED SUPPLEMENTAL MATERIALS.**

Please enclose, **with your application:**

- A copy of your IRS non-profit determination letter (See attached Exhibit A)
- Your agency budget for the current fiscal year and a projected budget for the next fiscal year: Please See Budget Documents on the City’s website <https://www.ashland.or.us/Page.asp?NavID=8316>
- An EO 23-02 Project Budget (Table on Page 8 & 9)
- Your most current 990 <https://www.ashland.or.us/Page.asp?NavID=8316>
- Board of Directors list: <https://stories.opengov.com/ashlandor/published/FnmcPHyBA>
- Your current W-9 (See attached Exhibit B)
- Current Organizational Chart: <https://stories.opengov.com/ashlandor/published/QPyQxLNkf>
- Copy of your most recent audit (if unavailable, then most recent unaudited financials) [https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20Reports/Completed\\_Single\\_audit.pdf](https://www.ashland.or.us/SIB/files/Administrative%20Services/Monthly%20Financial%20Reports/Completed_Single_audit.pdf)



CINCINNATI OH 45999-0038

In reply refer to: 0248167576  
 May 31, 2018 LTR 4076C 0  
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CITY OF ASHLAND  
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 ASHLAND OR 97520



041617

Federal Identification Number: 93-6002117  
 Person to Contact: Customer Service  
 Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

**GOVERNMENTAL UNITS**

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

**ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)**

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

**TAX-EXEMPT CHARITABLE ORGANIZATIONS**

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

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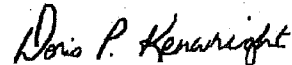
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Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at [www.irs.gov/eo](http://www.irs.gov/eo).

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Ashland</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>20 East Main St</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Ashland, OR 97520</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
9	3	-	6	0	0	2	1	1	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Cynthia A. Hanks</i>	Date ▶ <i>4/11/23</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



State Funds - CFDA number not applicable  
 Executive Order 23-02  
 Jan. 10, 2023 to Jan. 10, 2024  
 Subrecipient Agreement  
 City of Ashland



The Subrecipient Agreement is hereby made by and between ACCESS, fiscal agent for the Continuum of Care (hereinafter called the “Grantee”), and City of Ashland (hereinafter called the “Subrecipient”) pursuant to the Memorandum of Agreement (MOA) made by and between the Grantee and the Oregon Housing and Community Services (hereinafter called “OHCS”), to implement the grant awarded to the Grantee under the **Emergency Order (EO) 23-02** effective **January 10, 2023**, incorporated into this Subrecipient Agreement.

**Grant Amount:**

	<b>1-10-23 to 1-10-24 TOTAL AWARD</b>
Building Purchase	\$ 1,000,000
Administration	\$ 158,200
<b>TOTAL AWARD</b>	<b>\$ 1,158,200</b>

**Description:**

On January 10, 2023, Governor Tina Kotek issued Executive Order 23-02 (the “EO”), which declared a state of emergency due to homelessness. The EO is necessary to provide funding to rapidly expand the State’s low-barrier shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible. The EO took immediate effect and remains in effect until January 10, 2024, unless extended or terminated earlier by the Governor. Subrecipient will administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

Acquire a building, complete renovations, and contract with Opportunities for Housing Resources and Assistance (OHRA) to operate a low barrier nightly shelter from July 1, 2023 to January 10, 2024.

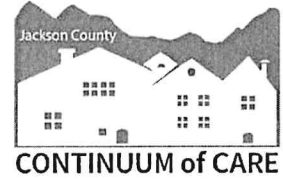
Subrecipient certifies that EO 23-02 funding will only be used to create new shelter bed capacity that meets the definition in Section 5 below.

No documentation of identification, custody, citizenship, or gender is required. Furthermore, shelters must meet the Department of Housing and Urban Development’s Equal Access Rule, 81 FR 64763, to ensure services are available to all.



State Funds - CFDA number not applicable  
Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland

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Subrecipient further certifies that EO 23-02 funding used for shelter acquisition, operation or construction will only be utilized to create new shelter bed capacity that meets the following definition:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage, and intentionally link to permanent housing resources so that people move through to housing quickly.

**A. Scope of Work/Grant Activities**

**1. Regional Unsheltered Homelessness Emergency Response Plan**

Prior to eligibility for funding, Grantee submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Oregon Housing and Community Services (OHCS) that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and Grant Activities are attached to and incorporated into this Agreement as Exhibit A. Each is contained in the Grant Agreement #OR-502. With both Exhibit A and Exhibit B incorporated into this Subrecipient Agreement, the scope of grant activities authorized for the purposes of this Subrecipient Agreement are defined.

All activities hereunder, including all Grant Activities and funds to be awarded, are expressly contingent on Grantee’s receipt of funds and the subsequent release of additional funds. Should any funds be withheld and/or Grantee’s “Grant Agreement State of Emergency Due to Homelessness” (Agreement No. OR-502) be terminated for any reason, Grantee’s obligations hereunder shall immediately terminate.

**2. Compliance with Agreement**

- a. Subrecipient will perform all Grant Activities in accordance with the terms of this Agreement, including all exhibits contained herein.





State Funds - CFDA number not applicable  
Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland



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- b. Subrecipient shall comply with Grant Activities as outlined in the EO 23-02 Grant Agreement #OR-502, Exhibit A hereby attached.
  - c. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached. Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2023-2025 to be executed July 2023.
  - d. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached. Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2023-2025 to be executed July 2023.
  - e. Subrecipient shall comply with and perform all work to the satisfaction of the Grantee, and in accordance with the terms of this agreement and the applicable program requirements provided in ORS 458.650 Exhibit F hereby attached.
  - f. Subrecipient will make available all records pertaining to the utilization of Executive Order 23-02 funds to the Grantee and OHCS upon request if need be.

### 3. Housing Focused

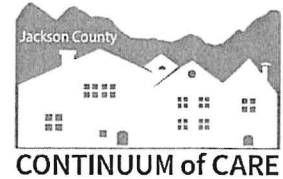
All activities conducted under this Subrecipient Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Subrecipient Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount.

### 4. No Supplanting of Other Funds

Subrecipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Subrecipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Grantee may exercise any of the remedies available to it under this Agreement or at law or in equity. Subrecipient also agrees to comply with reporting requirements as outlined in Section 3 (Program Specific Reporting) found in EO Grant Agreement #OR-502 Exhibit A hereby attached to demonstrate the levels of funding from



State Funds - CFDA number not applicable  
Executive Order 23-02  
Jan. 10, 2023 to Jan. 10, 2024  
Subrecipient Agreement  
City of Ashland



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other sources as outlined in the Plan (EO Grant Agreement #OR-502 Exhibit B hereby attached) are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Subrecipient to comply with this stipulation is a material breach of this Subrecipient Agreement and entitles Grantee to exercise any remedies available to it under this Agreement or at law or in equity.

**5. New Shelter Bed Requirement**

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

**6. Habitability Requirements.**

Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Subrecipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements. Shelter units may be in the form of Non-Congregate Free-Standing units if they provide heat, electricity, the ability to close and lock a door, showers, and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available on-site or with an action plan to provide meals to shelter residents.

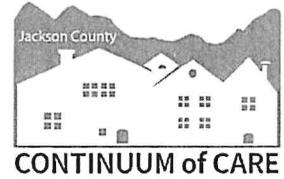
**7. Restrictive Covenants for Shelter Facilities**

Subrecipient shall operate the shelter facilities acquired, converted, renovated, or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related



State Funds - CFDA number not applicable  
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services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the “Restrictive Use Period”).

Subrecipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Grantee and shall be filed, at the Subrecipient’s expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Subrecipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Subrecipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

The Subrecipient may terminate the Restrictive Covenant under any of the following conditions. One, if the Subrecipient fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow the Subrecipient, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of the Shelter Facilities. And two, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Restrictive Covenant is prohibited from paying for such work from the planned funding source. In the event Subrecipient has insufficient appropriations, limitations, or other expenditure authority, Subrecipient may terminate this Agreement without penalty or liability to Grantee, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

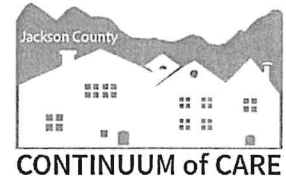
## **8. Restrictive Use Period**

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

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in EO Grant Agreement #OR-502, Exhibit A hereby attached. The Restrictive Use Period runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Subrecipient must agree to certify compliance with this requirement and submit



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that certification to Grantee on an annual basis, or upon request of Grantee, throughout the Restrictive Use Period.

**9. Program-Specific Reporting**

Subrecipient assures that data collection and reporting, including personally identifiable information, will be conducted utilizing HMIS Service Point/Coordinated Entry Services. If Subrecipient is entering into an agreement with a third party (Opportunities for Housing and Resources – OHRA) to enter program data into the HMIS/Coordinated Entry Services programs, Subrecipient agrees third party (OHRA) will “enter data as” the City of Ashland into the HMIS. Subrecipient must provide a copy of the MOA or contract with such agreement to Grantee within thirty (30) days. Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. It is required that Subrecipient or a third party enter data within three business days. Subrecipient also assures that required reports will be submitted on a monthly basis.

Subrecipient acknowledges receipt of and agrees to be bound by all data management requirements stated in EO Agreement #OR-502, including, but not limited to, the grant of stated licenses and permissions to OHCS.

**B. Project Requirements:**

- 1) Subrecipient will operate in accordance with all applicable statutory and regulatory requirements including those set forth in Uniform Guidance 2CFR Part 200, the Master Grant Agreement, the EO Grant Agreement #OR-502, and any policies and procedures developed by the Grantee provided the Subrecipient has received appropriate notice as set forth in this Agreement.
- 2) Subrecipient will operate in accordance with all the requirements in the 21-23 Master Grant Agreement and the 23-25 Master Grant Agreement to be executed July 2023.
- 3) Subrecipient shall comply with Standard Terms and Conditions in the Master Grant Agreement 2021-2023 Exhibit B hereby attached, EO Grant Agreement #502 and MGA 2023-2025 to be executed July 2023.
- 4) Subrecipient shall comply with Special Provisions in the Master Grant Agreement 2021-2023 Exhibit C hereby attached and MGA 2023-2025 to be executed July 2023.



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- 5) Services will be consistent with the Master Grant Agreement and EO Agreement #OR-502. Subrecipient will provide its best effort to ensure the delivery of the right service at the right time to the right client.
  - 6) Subrecipient will comply with such other terms and conditions including recordkeeping and reports for program compliance and evaluation as stated in this Agreement.
  - 7) Subrecipient will provide such additional information as deemed appropriate by the Grantee.
  - 8) Subrecipient will participate in all EO 23-02 funding required training, conference calls, and meetings as requested by the Grantee with reasonable notice.
  - 9) Subrecipient provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Subrecipient will comply with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities.

**C. Term:**

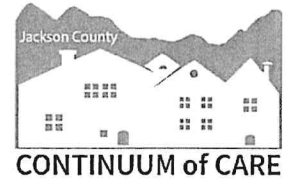
The term of this Agreement is effective Jan. 10, 2023, through Jan. 10, 2024. All services to be furnished under this Subrecipient Agreement must be completed on or before Jan. 10, 2024, unless this Agreement is otherwise earlier canceled as hereinafter provided, or unless extended by written agreement of the parties.

**D. Compensation:**

1. Subrecipient acknowledges that all funds paid under this Agreement are on a reimbursement-basis, meaning that Subrecipient must provide documentation (as detailed below) to Grantee, who will, in turn, remit the same to OHCS for processing. Failure to adhere to the requirements of EO Agreement #OR-502 or this Agreement may result in some, or all expenses being refused. If OHCS refuses any expense for any reason, Grantee shall have no obligation to separately reimburse any such expenses or secure alternative funding. Grantee's obligations under this Agreement shall immediately terminate if EO Agreement #OR-502 is terminated or suspended for any reason.
2. Subrecipient must use adequate fiscal management systems that follow generally accepted accounting principles (GAAP) and provide adequate fiscal control and



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accounting records, including cost accounting records supported by documentation. Subrecipient's fiscal management systems must comply with the requirements of the OHCS Master Grant Agreement (MGA) #7000, EO Agreement #OR-502, and the OHCS Master Grant Agreement 23-25 to be executed July 2023.

3. Subrecipient shall be reimbursed for allowable costs as specified in the approved Subrecipient Budget (see Grant Award above). All requests for reimbursement must specify the line-item for which reimbursement is being requested. Documentation to accompany a request includes an invoice with documentation to substantiate expenses by line item and both a summary and a detailed profit and loss statement. An authorized representative must submit requests for reimbursement. Eligible expenses must be allowable, allocable, and reasonable in accordance with the applicable Federal Cost Principles set forth in OMB Uniform Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as stated in 2 CFR Part 200, Subpart E—Cost Principles. Subrecipient will be reimbursed in accordance with the budget (see above). The budget may be revised with the agreement of both the Grantee and the Subrecipient and will require a budget modification signed by both parties. Expenses more than the agreed upon budget will not be reimbursed.

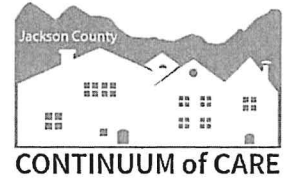
Subrecipient acknowledges receipt of the foregoing instructions, as well as EO Agreement #OR-502, and further acknowledges that only reimbursements that comply with these requirements will be considered.

4. Subrecipient shall submit a request for reimbursement within ten (10) days after the end of each monthly period during the performance of the services provided in this Agreement. The final payment request shall be submitted no later than Jan. 25, 2024. Failure to submit the final request by the due date may result in non-payment of the expenditures.
5. Ineligible expenses are those costs requested for reimbursement by the Subrecipient that the Grantee determines to be unallowable based on applicable Federal cost principles, OHCS Program regulations, the Application, or the Agreement. Any expenses deemed ineligible by the Grantee for which the Subrecipient was reimbursed must be repaid to the Grantee or shall be deducted from the amount of the next reimbursement at the Grantee's discretion.
6. The grantee is not responsible for unauthorized expenses incurred by a Subrecipient or for costs incurred prior to the effective date of this Agreement.



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**E. Monitoring and Evaluation:**

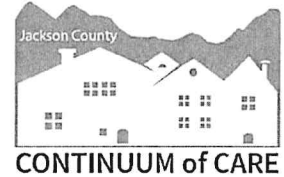
1. Subrecipient will comply with monthly monitoring by the Grantee and OHCS to ensure compliance with the program requirements established through the MGA, the EO Grant Agreement #OR-502, and the Subrecipient Agreement. Monitoring will be accomplished through on-site inspections and/or virtually.
2. Results of monitoring will be summarized in a written report by the Grantee and submitted as appropriate. Ongoing technical assistance and guidance related to the implementation of the program will be provided by the Grantee as part of training and monitoring activities.
3. If Subrecipient is not in compliance with the requirements of the program, regulations, contracts and /or policies and procedures, other applicable federal laws, the Grantee will provide an opportunity for response and corrective action, unless a life safety issue or potential mishandling of funds is identified. In the latter two cases – suspension shall occur immediately. The process for notifying the Subrecipient includes a) Issuing a warning letter indicating further failure to comply with such requirements will result in a more serious sanction; b) directing the Subrecipient to cease incurring costs for which reimbursement is expected; or c) requiring some or the entire grant amounts advanced or reimbursed to the Subrecipient be remitted to the Grantee.
4. The Grantee may temporarily suspend a Subrecipient from all or part of the activities identified in this Agreement while it assesses the organization’s capacity to comply.

**F. Audit Requirements:**

In the event, that during the period of this Agreement, Subrecipient expends more than \$750,000 in federal funds in an operating year, Subrecipient shall, at its own cost and expense, cause to be executed an independent audit. The audit shall be completed, and a copy furnished to the Grantee at the address indicated on the signature page, within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s) or five (5) months after the end of the audit period, unless a longer period is agreed to in advance by the Grantee. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient’s fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.



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**G. Indemnification:**

Subrecipient shall defend, save, hold harmless, and indemnify the State of Oregon and Grantee and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees (Collectively, "Claims"), resulting from, arising out of, or relating to the activities of subrecipient or its officers, employees, subcontractors, or agents under this agreement. Neither Subrecipient nor any attorney engaged by Subrecipient may defend any claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Subrecipient settle any claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Subrecipient will be liable for the attorney fees of the State of Oregon, including, but not limited to any fees charged by the Oregon Department of Justice.

**H. Subrecipient Default**

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

Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A, EO 23-02 Agreement #OR-502 and such failure is not remedied within thirty (30) days following notice from Grantee to Subrecipient specifying such failure; or

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

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

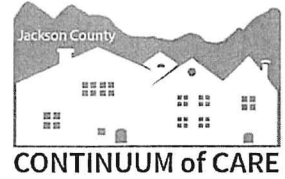
**I. Remedies**





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In the event Subrecipient is in default under Section H, Grantee may, at its option, pursue any or all of the remedies available to it under this Subrecipient Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section K, (b) reducing, withholding or recovering payment of Grant Funds for activities that Subrecipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section J of this Agreement or setoff, or both.

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

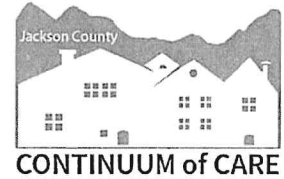
Prior to any termination of this Agreement by Grantee pursuant to Section K, Grantee will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities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

In the event Subrecipient is in default under Section H and whether or not Subrecipient elects to exercise its right to terminate this Agreement under Section K, or in the event Grantee terminates this Agreement under Section K, Subrecipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Grantee has against Subrecipient. In no event will Grantee be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous



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amounts paid to Subrecipient exceed the amount due to Subrecipient under Section I, Subrecipient shall promptly pay any excess to Grantee.

**J. Recovery of Overpayments - Withholding of Funds**

If payments to Subrecipient under this Agreement, or any other agreement between Grantee and Subrecipient, exceed the amount to which Subrecipient is entitled, Grantee may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

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

**K. Termination**

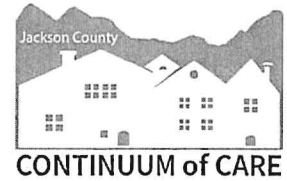
This Agreement may be terminated at any time by mutual written consent of the Parties. Grantee may terminate this Agreement as follows:

- Immediately upon written notice to Subrecipient, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement.
- Immediately upon written notice to Subrecipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited, or Grantee is prohibited from paying for such performance from the planned funding source.
- If Subrecipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section I or
- As otherwise expressly provided in this Agreement.



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- Subrecipient may terminate this Agreement immediately upon written notice to Grantee if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice to Grantee.
- Upon receiving a notice of termination of this Agreement, Subrecipient will immediately cease all activities under this Agreement, unless Grantee expressly directs otherwise in such notice.

**L. Responsibilities of the Grantee:**

The Grantee is responsible for the implementation of the project as submitted in the Funding Agreement and any clarifications provided to OHCS, and compliance with the MGA and EO Agreement #OR-502 including all applicable statutory and regulatory requirements as noted in the Funding Agreement.

1. Review data in HMIS for accuracy and quality and provide technical assistance to the Subrecipient and other partner organizations as needed.
2. Monitor program performance to evaluate the program's effectiveness in reaching the target population prioritized for assistance and in meeting the performance objectives as stated in OHCS Agreement #OR-502.
3. Facilitate regular meetings with the Subrecipient and other partner organizations to review EO 23-02 expenditures and program performance.
4. Submit reimbursement to Subrecipient within seven (7) business days of receipt of invoice and required documentation.

**M. Additional Provisions.**

It is agreed and mutually understood by all parties that:

1. Subrecipient will access other community resources.
2. Cultural diversity is a value in hiring, training, and governance; and services are designed to assure that racial, cultural, and religious differences are understood and respected.
3. Services are tailored to the strengths, values, needs, and preferences of the participants.
4. Services are based on current research and best practices.



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5. Grantee reserves the right to execute other Agreements and/or Memoranda of Agreement with additional organizations to ensure the full implementation of the Executive Order #OR-502 as described in the Funding Agreement and any amendments approved by OHCS. In such cases, Subrecipient shall be provided 30 days written notice in a manner provided for notices herein.
6. This agreement is subject to termination upon such a directive to ACCESS by OHCS and OHCS shall not be liable to any of the parties to this agreement or to other persons for directing that this agreement be terminated.
7. The Subrecipient hereby confirms that it is an independent contractor and not an agent of OHCS or of Grantee.

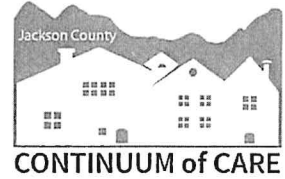
**N. Insurance Requirements**

Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of or failure to perform the work hereunder by the Subrecipient, its agents, representatives, employees, or sub-contractors. Service Provider shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (including discrimination, fair housing, ADA violations, and sexual molestation). If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$500,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Crime/Theft: \$25,000



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**Additional Insurance Provisions**

General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

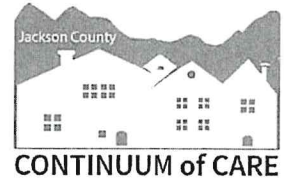
1. The Grantee, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Subrecipient; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Subrecipient.
2. For any claims related to this agreement, the Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, or volunteers shall be greater than the Subrecipient's insurance.
3. The insurance coverage and limits required must be evidenced by a properly executed Certificate of Insurance form (or its equivalent) and given to the Grantee within 30 days of execution of this document.
4. Thirty (30) days' written notice must be given to the Grantee of any cancellation, intent not to renew, or reduction in the policy coverage.

**Entire Subrecipient Agreement:**

This Subrecipient Agreement together with the Guidance and Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may be modified or amended by either party provided that such modification or amendment is in writing and signed by all affected parties and may be canceled prior to the expiration of its term by either party, for cause or for no cause whatsoever, by serving thirty (30) days written notice of amendment or termination to the other party in the manner provided for notices herein. The Grantee shall not be responsible for funding any activities or services performed by the Subrecipient after the date of termination. If the Subrecipient Agreement is canceled or terminated, the Subrecipient will be compensated for any eligible expenses incurred prior to the notice of cancellation/termination contingent upon the receipt of all outstanding reports and other documents required.



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IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed this Subrecipient Agreement effective as written above.

**Grantee**  
 ACCESS  
 By: Carrie Borgen  
 Executive Director

**Subrecipient**  
 City of Ashland  
 By: Joseph L. Lessard  
 City Manager

Carrie Borgen  
 Signature

Joseph Lessard  
 Signature

8-7-23  
 Date

8/3/23  
 Date

**Address of Administrative Office:**

**Physical Address**

3630 Aviation Way  
 Street Address

20 E. Main St.  
 Street Address

Medford, Oregon 97504  
 City, State Zip Codes

Ashland, OR 97520  
 City, State Zip Codes

**Email:** cborgen@accesshelps.org

**Email:** lessardj@ashland.or.us

**Mailing Address (if different from above)**

## City of Ashland Monthly Congregate Shelter Cost-CORRECTED

Melissa Markos <mmarkos@accesshelps.org>

Sat 2/17/2024 2:10 PM

To: Sabrina Cotta <sabrina.cotta@ashland.or.us>; Doug McGeary <doug.mcgeary@ashland.or.us>; Linda Reid <linda.reid@ashland.or.us>

Cc: Melanie Doshier <mdoshier@accesshelps.org>; Carrie Borgen <cborgen@accesshelps.org>; Anne Gesling <agesling@accesshelps.org>

[EXTERNAL SENDER]

Dear Sabrina,

In our haste to get this to you late Friday, the original email contained a few typos. They are corrected in the email below along additional clarifications. Our apologies for any inconvenience the original email caused.

Thank you,

Melissa Markos

*Grants/Relationship Manager- COC OR-502 Lead*

P: (458) 488-1216

[www.accesshelps.org](http://www.accesshelps.org)



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Dear Sabrina,

I hope this email finds you well. Per your request, we conducted an analysis of the average operational and facility cost of a congregate nightly shelter in Jackson County. We have determined the average cost ranges from \$2,000 to \$3,000 per bed per month.

In the interest of aligning our efforts with other community investments, we have prepared a breakdown of the initial and proposed additional investment for the facility as well as the operational costs of a 30-bed shelter over a 10-year period. Please note that the operational costs include all services.

We used the 10-year period for this example because that is the amount of time it would take for the Ashland nightly shelter to compare with other Jackson County shelter monthly costs per bed. Also, the 10-year period is what was asked in the application and answered in the affirmative by the City of Ashland. This application was used by the rating and ranking committee to determine which community partners received funds through the Executive Order.

Please let me know if you need additional clarification or information.

### **Cost Breakdown**

**Initial Investment:** \$1,158,200

**Building Remodel Investment:** \$1,800,000

**Operational Period 10 years:** \$8,400,000 (\$70,000 per month for 30 beds)

**Total 10-year Investment:** \$11,358,200

**Per Bed/Per Month Cost:** \$3,155

Please let us know if this 10-year commitment would work for the City of Ashland as soon as possible. Should you require any further information or clarification regarding these figures, please do not hesitate to reach out. We are committed to assisting you in your endeavors to enhance community services and support initiatives for those in need.

Thank you,

**Melissa Markos**

*Grants/Relationship Manager- COC OR-502 Lead*

P: (458) 488-1216

**[www.accesshelps.org](http://www.accesshelps.org)**

