

RESOLUTION NO. 3416

A RESOLUTION OF THE BEND CITY COUNCIL ESTABLISHING A SAFE PARKING POD GRANT PROGRAM

Findings:

- A. Subrecipient Agreement EO 23-02 024 between Central Oregon Intergovernmental Council (COIC) and the City of Bend provided \$175,500 to the City of Bend for the purchase of nine (9) Safe Parking pods. This agreement was subsequently amended to add \$234,000 for the purchase of twelve (12) Safe Parking pods. This amendment increases the total award to \$409,500 for the purchase of twenty-one (21) Safe Parking pods by June 30, 2025.
- B. The funds authorized under Subrecipient Agreement EO 23-02 024 were provided under House Bill 5019 (2023) which awarded funding to Oregon Housing and Community Services (OHCS) to further the objectives of Governor Tina Kotek's Executive Order 23-02 declaring a state of emergency due to homelessness and designating Central Oregon as an emergency response area. Central Oregon, through COIC, received an allocation of HB 5019 (2023) funding, a portion of which can be used for the purchase of Safe Parking units by cities and counties, as directed by the Coordinated Houseless Response Office (CHRO).
- C. In September 2021, the CHRO authorized COIC to enter into a Subrecipient Agreement with the City of Bend, awarding \$175,500 for the purchase of 9 shelter pod units. The City of Bend, upon completion of a competitive procurement process, entered into a contract with Gales Brothers Construction for 6 units to be placed at Central Oregon Villages' Dean Swift location by February 28, 2025.
- D. A portion of the funding authorized under Subrecipient Agreement EO 23-024 remains unobligated. The City now desires to establish a grant program on the terms of this resolution and as described in the exhibits, utilizing the remaining funds awarded to the City of Bend under Subrecipient Agreement EO 23-024, for the purpose of assisting qualifying nonprofit organizations to address homelessness through the purchase of Safe Parking pods.

Now, therefore, based on the above findings,

THE CITY COUNCIL OF THE CITY OF BEND RESOLVES AS FOLLOWS:

Section 1. A grant program is established for the purpose of providing community grants to address homelessness by assisting qualifying nonprofit

organizations to purchase Safe Parking pods consistent with the Program Overview attached as Exhibit A ("Program")

Section 2. The City Manager is authorized to make changes or amendments to the Program as needed to implement and administer the Program consistent with the intent of this Resolution and well as all applicable guidelines and requirements set forth by the State of Oregon, acting through Oregon Housing and Community Serves and Central Oregon Intergovernmental Council.

Section 3. The program will be funded with funds from Subrecipient Agreement EO 23-02 024. The City Manager is authorized to adjust the funding totals as needed to match the dollars available for the Program under the agreement with Central Oregon Intergovernmental Council.

Section 4. To quickly and efficiently expand resources for individuals and families experiencing houselessness and to ensure placement of units prior to June 30, 2025, the City Manager shall have discretion to authorize allocations and enter into grant agreements in any amount, using Program funds consistent with this Resolution, with no further approval from Council.

Section 5. The Program will become effective upon adoption of this resolution and will remain in effect until June 30, 2025.

Section 6. All program funding recipients must follow guidelines issued by the State of Oregon through OHCS and COIC.

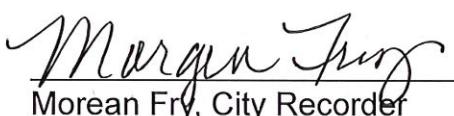
Adopted by the Bend City Council on February 19, 2025:

Yes: Kebler, Perkins, Franzosa, Méndez, Riley, Norris, Platt
No: None



Melanie Kebler, Mayor

ATTEST:



Morean Fry, City Recorder

APPROVED AS TO FORM



Ian Leitheiser, City Attorney

SAFE PARKING POD GRANT PROGRAM

EXHIBIT A – Program Overview

BACKGROUND:

This document describes the Safe Parking Pod Grant Program (the “Program”), including purpose, eligibility, grant requirements, application process, and criteria for selection. The program funds will be used to support nonprofit organizations in addressing houselessness by allocating financial assistance for the purchase of Safe Parking pods.

PURPOSE:

The purpose of the Program is to assist qualifying nonprofit organizations to address houselessness by expanding Safe Parking capacity to support individuals and households experiencing houselessness through the purchase of Safe Parking pods in an amount not to exceed \$19,500 per unit.

APPLICATION PROCESS:

The intent of the Program is to simplify the grant application process while gathering enough information to verify eligibility and to allow reviewers to make informed funding recommendations. Based on the number of applications received and funding available, the Housing Division will make recommendations on award amounts. Final funding decisions will be made by the City Manager.

- 1. Application** – Eligible nonprofits complete an application and submit required documents via email.
- 2. Screening** – Staff screen applications for demonstrated eligibility to receive HB 5019 funding and ability to comply with all required State and Program guidelines. Applications will be evaluated based on objective prequalification questions.
- 3. Review** – Eligible applications will then be reviewed by the Housing Division. Applications will be considered on a nondiscriminatory basis in accordance with state, federal, and local law, as well as the criteria described below.
- 4. Award** – The City Manager will make final funding decisions on the awards, including which projects to fund and in what amounts.
- 5. Contractual Agreement, Funding, & Reporting** – The grant agreement will outline general grant obligations and reporting requirements, including but is not limited to: general legal principles, reporting, access to financial records, audit provisions, and federal single audit compliance.

PROGRAM TIMELINE:

February 24, 2025, 8:00 AM - March 7, 2025, 5:00 PM: Application period

March 10-14, 2025: Application review period

March 24, 2025 (anticipated): Contracts executed on or before this date

June 30, 2025: All contracts expire and funds must be expended

APPLICATION REQUIREMENTS:

All applications must be complete and submit one copy of the grant application form provided by the City and all required supporting documentation, unless supporting documentation has been previously received by the City of Bend. A copy of the application will be available on the City's website.

All grant applications must clearly and concisely describe the proposed project, demonstrate how the project meets the eligibility criteria and intention of this Program, and provide an amount of funding requested.

Applications will be accepted from February 24, 2025, through March 7, 2025. Completed application packets should be submitted by email to the City at bokeefe@bendoregon.gov. Hand delivery may be accepted but must be arranged at least 24 hours in advance.

All documents received by the City are subject to public disclosure. Information deemed by the applicant as exempt under Oregon's public records law must be clearly marked by the applicant as "Proprietary." Marked pages must be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. The City will attempt to maintain confidentiality of materials clearly marked as "Proprietary" to the extent allowable under Oregon public records law.

PRE-QUALIFICATION SCREENING:

Applications will be screened by City staff to ensure they are complete and meet guidelines set forth by the State of Oregon, acting through Oregon Housing and Community Services and Central Oregon Intergovernmental Council. The City reserves the right to reject applications not meeting City or State requirements or to request additional documentation showing eligibility or if an application is not complete. The applications will be screened as follows:

1. Did the applicant submit proof of non-profit status?
2. Did the applicant submit all required documentation and answer all application questions?

3. Is the organization located in Bend and serving community members experiencing houselessness in the City of Bend?
4. Does the funding request meet the requirement to purchase units at a rate not to exceed \$19,500 per unit?
5. Does the applicant clearly demonstrate the ability to meet all other requirements set by the State of Oregon and the Program, including but not limited to:
 - a. Units will be purchased, placed, and operational by 6/30/2025
 - b. Units will be operated in compliance with Chapter 4.10 of the Bend Municipal Code
 - c. Units will meet HUD Habitability Standards (CFR 576.403)
 - d. Applicant agrees to coordinate with City of Bend Housing and Building Safety Division as necessary
 - e. Applicant will participate in Continuum of Care meetings and other meetings related to the Governor's Emergency Declaration.
 - f. Applicant will participate in the Continuum of Care Coordinated Entry System, abiding by and adhering to the CoC's Policies and Procedures
 - g. Applicant was determined to be a Tier 1 or Tier 2 Project under the Coordinated Houseless Response Office Request for Qualified entities to operate temporary outdoor shelters in Deschutes County (COIC RFQ CED #24-01).

EVALUATION CRITERIA:

Eligible applications that meet the screening criteria will be evaluated and scored using the evaluation criteria below by the Housing Division and recommendations will be made to the City Manager. Scores will be used to evaluate readiness of applicants to successfully use Program funds and meet Program requirements, including guidelines from the State of Oregon. Scores may be used to recommend funding amounts or other requirements, as determined by the City of Bend to be in its best interest.

The evaluation criteria will be as follows:

Category	Description	Available Points
Program Overview	<ul style="list-style-type: none"> • Proposed project overview and outcomes • Impact to community • Alignment with Council goals and Program intent 	20
Prior Experience, Capacity, and Readiness	<ul style="list-style-type: none"> • Relevant Prior experience, including experience operating similar programs, completing 	20

	<ul style="list-style-type: none"> regular reporting of program outcomes, utilizing State funds, and working with the City of Bend Organization's capacity to implement proposed project Organization's experience collaborating with partner agencies and the CoC, including the Coordinated Entry System 	
Fiscal and Organizational Systems	<ul style="list-style-type: none"> Fiscal systems 	20
Certifications	Failure to complete certifications of required program elements will not be considered for funding	Pass/Fail

AWARDS:

Final award decisions will be made by the City Manager after consideration of recommendations from the Housing Division. Projects may be funded partially, in a while, or not at all, at the sole discretion of the City. Funding decisions will be made to applicants and projects that are determined to be in the City's best interest and best able to meet the requirements of the Program, including State of Oregon requirements.

GRANT AGREEMENT:

Applicants approved for funding will be required to enter into an agreement with the City that outlines general grant obligations and reporting requirements. Funding will primarily be by reimbursement, but initial up-front payment of all or a portion of grant funds may be made in the sole discretion of the City.

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (this “Agreement”) by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 (“COIC”) and City of Bend, an Oregon municipal corporation, is entered into this 27th of September 2024, and made effective upon full execution.

BACKGROUND

The Parties acknowledge the following background related to this Agreement:

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

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

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

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

AGREEMENT

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

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

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

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

1. Services

1.1 Subrecipient shall provide all services and materials as specified in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Subrecipient in connection with its performance of those tasks and/or services as described in Schedule 1.1) (collectively, the “services”). Subrecipient may pass through funds received under this Agreement to other subrecipients, subgrantees, or subcontractors to fulfill the requirements of this Agreement, as shown and contemplated in Schedule 2.1.

1.2 **Standards.** Subrecipient will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance appropriate for the expeditious and prudent performance of the Services in

accordance with Section 1.1, (iii) perform the Services to the best of Subrecipients ability, and (iv) according to industry standards. (*See also* Section 5.1, below)

- 1.3 **Quantity of Work throughout Contract.** The goals, objectives, services, and quantities specified within this contract are requirements for this funding. COIC retains the right to revise the goals, objective, services, and quantities, and thereby the contract amount as goals and/or objectives change subject to an equitable adjustment in the scope of work, fees, and schedule for completion. COIC shall give Subrecipient 30-day notice of any such change.
- 1.4 **Effective Date and Duration.** The effective date of this Agreement is July 1, 2024 (“Effective Date”) and shall remain in effect until and including June 30, 2025 (“Expiration Date”) unless terminated or extended as provided in this Agreement.

2 COMPENSATION

- 2.1 COIC will pass through to the Subrecipient an amount not to exceed \$175,500 for eligible incurred costs and expenses as applicable to the Scope of Work set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before the completion of performance by Subrecipient of its obligations herein.
- 2.2 **No Benefits.** COIC will not provide any benefits to Subrecipient, and Subrecipient will be solely responsible for obtaining Subrecipient’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.
- 2.3 **No Reimbursement of Expenses.** Expenses incurred by Subrecipient and not included in Section 2.1 in connection with the performance of the Services will not be reimbursed by COIC.
- 2.4 **Availability of Funds.** COIC’s obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon COIC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow COIC, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of COIC.

2.5 Expenditure Restrictions

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

- 2.5.1 **Expenditure Period.** The period of performance – the time during which expenditures may be incurred – is July 1, 2024, through June 30, 2025, unless otherwise extended at COIC’s discretion.
- 2.5.2 **Cost Reimbursement.** This Agreement is based on a cost-reimbursement method of payment.

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

- 2.6.1 Expenditures by Fund may not exceed Fund budget total(s).
- 2.6.2 No single personnel line item may be over-expended.
- 2.6.3 Over-expenditure of indirect costs are not allowable.
- 2.6.4 Expenditures by cost category (ex. Personnel, operating costs, participant costs) may not exceed cost category budget totals.
- 2.6.5 With the exception of personnel, indirect and support services, which cannot go over budget without approval and budget modification, line items within a cost category (ex. Operating costs, participant costs) may be over or under budget as long as the category in total does not exceed budget.

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

3. RELATIONSHIP

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

3.2 Licenses. Subrecipient will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.3 No Agency Relationship. The Agreement does not create an agency relationship between COIC and Subrecipient and does not establish a joint venture or partnership between COIC and Subrecipient. Subrecipient does not have any authority to bind COIC or represent to any person that Subrecipient is an agent of COIC.

3.4 In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Schedule 1.1, Schedule 2.1, this Agreement without Exhibits, and Exhibit A.

4. REPRESENTATIONS AND WARRANTIES.

In addition to any other Subrecipient representation or warranty made in this Agreement, Subrecipient represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Subrecipient is duly organized, validly existing, and in good standing under applicable Oregon law. Subrecipient has full power and authority to sign and deliver this Agreement and to perform all of Subrecipient's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Subrecipient,

enforceable against Subrecipient in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Subrecipient and the performance by Subrecipient of all of Subrecipient's obligations under this Agreement will not (i) breach any Agreement to which Subrecipient is a party, or give any person the right to accelerate any obligation of Subrecipient, (ii) violate any law, judgement, or order to which Subrecipient is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Subrecipient's execution of this Agreement, Subrecipient obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

5. COVENANTS

5.1 Quality of Service. Subrecipient will perform Services in accordance with industry standards and to the standard of care that other similar professionals would perform the same work, in the same locality, at the same time, and under the same conditions. Subrecipient will proceed diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Insurance requirements, including naming COIC additional insured, may be met by the subrecipient, subgrantee, or subcontractor providing services as shown on Schedule 2.1. City warrants and represents it has and will maintain for the duration of this Agreement, the usual and customary insurance for governmental entities sufficient to insure its obligations under this Agreement.

5.2 Insurance. Subrecipient will refer to Exhibit A, attached and incorporated herein, for insurance specifications. Insurance requirements, including naming COIC additional insured, may be met by the subrecipient, subgrantee, or subcontractor providing services as shown in Schedule 2.1. City warrants and represents it has and will maintain for the duration of this Agreement the usual and customary insurance for governmental entities sufficient to insure its obligations under this Agreement.

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

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

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

Subject to the limits of the Oregon Tort Claims Act, Subrecipient shall indemnify, defend, save and hold harmless State of Oregon and its officers, employees, and agents from and against all claims, actions, liabilities, damages, losses, or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or intentionally wrongful acts or omissions of the Contractor, or any of its officers, agents, employees, or subcontractors ("Claims")

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

6. DOCUMENTATION AND RECORD KEEPING

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

6.2 Access and Retention. Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writing to Subrecipient, whether in paper, electronic, or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that COIC and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period

as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Subject to the foregoing minimum records retention requirements, Subrecipient shall maintain Records in accordance with the records retention schedules set for in OAR Chapter 166.

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

7. WARRANTY

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

8. CONFIDENTIALITY AND NONDISCLOSURE.

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

8.2 Notification and Assistance. Subrecipient will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Subrecipient breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Subrecipient and/or Subrecipient's Representatives without COIC's specific prior written authorization, and (iii) exert Subrecipient's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential

Information. Upon the earlier of COIC's request or the termination of this Agreement, Subrecipient will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Subrecipient, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Subrecipient or any other person.

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

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

9. TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of COIC and Subrecipient. In the alternative, either party herein may terminate this Agreement without cause upon delivery to the other party of not less than forty-five (45) days written notice.

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

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

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

- 9.4.1 Neither Party shall be liable for any indirect, incidental, consequential, or special damages under this Agreement or for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.
- 9.4.2 Subrecipient shall not incur obligations or liabilities after Subrecipient receives proper Notice of termination.

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

- 9.5.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreement, or obligations under this Agreement, including, but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Schedule 1.1 and such failure is not remedied within thirty (30) days following notice from COIC specifying such failure; or
- 9.5.2 Any representation, warranty, or statement made by Subrecipient in this Agreement or in any documents or reports submitted by Subrecipient in connection with this Agreement, concerning the expenditure of Grant Funds or Subrecipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 9.5.3 Subrecipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by COIC in its sole discretion.

9.6 Default Remedies. In the event Subrecipient is in default under Section 9.5, COIC may, at its option, pursue any or all of the remedies available under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 9, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an

action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recover of overpayments under Section 2 and Section 6 of this Agreement or setoff, or both.

9.7 Notice of Default. Prior to any termination of this Agreement by COIC pursuant to Section 9, COIC will provide Subrecipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Subrecipient who has primary responsibility for oversight of the Grant Activities to provide Subrecipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to COIC. Subrecipient shall have 5 days to accept such offer. If Subrecipient does not accept such offer within such 5-day period, COIC may terminate this Agreement upon 45 days' written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such notice period. If Subrecipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by COIC. Following the meeting, COIC shall make a determination, in its reasonable discretion, of whether to accept Subrecipient's proposal, with such modifications as are mutually acceptable to the Parties and shall give written notice of such determination to Subrecipient. If COIC's written notice states that COIC does not agree to such proposal, or if COIC accepts such proposal but Subrecipient does not satisfy the terms of the proposal, COIC may terminate this Agreement upon written notice as provided in Section 9.1 or exercise any other remedies available to COIC under this Agreement unless Subrecipient has fully cured such default prior to the expiration of such 45-day notice period.

10. MISCELLANEOUS

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

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

To COIC:

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

To Subrecipient:

City of Bend
Attn: Eric King, City Manager
710 NW Wall St
Bend, OR 97703
citymanager@bendoregon.gov
legalnotice@bendoregon.gov

With a copy to:
City of Bend
Attn: Amy Fraley
Senior Program Manager
710 NW Wall Street
Bend, OR 97703
afraley@bendoregon.gov

and

City of Bend
City Attorney's Office
710 NW Wall Street
Bend, OR 97703

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Subrecipient. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Subrecipient has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Subrecipient will not assign any of Subrecipient's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Subrecipient's assignment of any of Subrecipient's rights or obligations under this Agreement, this Agreement will be binding on the Parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. The Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Subrecipient will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and carry out the intent of this Agreement.

10.9 Additional Provision and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

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

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

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

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

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

COIC:

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

Signature:  _____

By: Tammy Baney

Its: Executive Director

Subrecipient:

City of Bend
an Oregon municipal corporation

Signature:  _____

By: Eric King

Its: City Manager

Approved as to Legal Form:

 _____

City Attorney's Office

Schedule 1.1**Scope of Work**
Description of Services and Grant Activities

Subrecipient to utilize HB 5019 funding under this Agreement for the one-time capital costs and associated site preparation costs directly related to the addition of up to nine (9) shelter units to be located at sites within the City of Bend operated under the City of Bend Safe Parking code. Ownership of the units may be transferred by Subrecipient to site operators after acquisition by Subrecipient. This project is in alignment with EO 23-02 goals to increase regional shelter bed capacity. No resources are provided under this Agreement for long term operations funding.

Subrecipient, or the subrecipient, subgrantee or subcontractor providing the services, shall participate in Continuum of Care (CoC) meetings and other meetings related to the Governor's Emergency Declaration. Subrecipient, or the subrecipient, subgrantee or subcontractor providing the services, shall participate in the CoC's Coordinated Entry System, abiding by and adhering to the CoC's Policies and Procedures.

Reporting Requirements

1. **Shelter Bed Reporting.** Shelter beds created through this funding must be added to the Monthly Housing Inventory Count for the Region.
2. **Shelter Development Progress Reporting.** Subrecipient shall submit a progress report with each billing on the shelter development. Report shall include where on the development continuum the shelter project is, from planning to placement of units, to ready to open; number of estimated new shelter beds that will be coming available with the project; and estimated timeline of project staffing and operations.
3. **Additional Reporting.** Subrecipient shall provide additional reports and shall cooperatively attend meetings as reasonably requested by COIC or State.

Schedule 2.1

Compensation and Reporting

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

1. Compensation.

A. Monthly Invoice

- a. Subrecipient will submit invoices to COIC concerning the Services performed by Subrecipient, or subcontractors performing the Services for which funding is provided under this Agreement, during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information as applicable to the project:
 - i. a summary of the Services performed by Subrecipient, subgrantee or subcontractor providing the services;
 - ii. the number of hours each person spent to perform the Services;
 - iii. the applicable hourly billing rates;
 - iv. related invoices from vendors and subcontractors; and
 - v. any other information reasonably requested by COIC.

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

B. Disbursements Generally

- a. COIC shall disburse the Grant Funds upon receipt and acceptance of Grantee's disbursement request according to the following schedule:
 - i. Grant Funds may be requested monthly for reimbursement of project costs.

C. Advancement of Funds

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

2. Financial Billing Requirements

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

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

3. Subrecipient Budget. See attached PDF

Subrecipient Budget

Budget Category	Description	Budget
Pod Units	Purchase of up to nine (9) pod units and associated site preparation costs.	\$175,500.00
	Total	\$175,500.00

EXHIBIT A**Insurance Requirements****GENERAL.**

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

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included.

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

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

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

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

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

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

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

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

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

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

Amendment to the Subrecipient Agreement between Central Oregon Intergovernmental Council and City of Bend

This Amendment No. 1 to the September 27, 2024, Subrecipient Agreement EO 23-02 024 is made effective upon execution, by and between COIC, a Council of Governments, organized under ORS 190, and City of Bend, an Oregon municipal corporation, according to the following terms.

TERMS OF AMENDMENT

The Agreement is hereby amended as provided below. This Amendment will be effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strikethrough~~.

The Agreement is therefore revised as follows:

1. Compensation Section 2.1 of the original Agreement is amended as follows:
2.1 COIC will pass through to the Subrecipient an amount not to exceed ~~\$175,500~~ **\$409,500** for eligible incurred costs and expenses as applicable to the Scope of Work set forth in Schedule 1.1. At its sole discretion and for good cause, COIC may disburse to Subrecipient up to 100% of the total contract price in advance of, or before, the completion of performance by Subrecipient of its obligations herein.
2. Schedule 1.1 of the original Agreement is amended as follows:
Subrecipient to utilize HB 5019 funding under this Agreement for the one-time capital costs and associated site preparation costs directly related to the addition of up to ~~nine (9)~~ **twenty-one (21)** shelter units to be located within the City of Bend operated under the City of Bend Safe Parking Code.
3. Except as explicitly amended herein, all other provisions of the original Agreement remain in effect.

Signatory's Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the EO 23-02 024 Agreement between Central Oregon Intergovernmental Council and City of Bend** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year below written.

Central Oregon Intergovernmental Council

City of Bend

By: _____

By: _____

Tammy Baney

Executive Director

Date:

Date:



City Council Grant Approval Request Form

CITY OF BEND

Summary of Terms

1. **Requesting Department:** Real Estate and Facilities – Housing Division
2. **Program Manager:** Amy Fraley
3. **Grand Funding Amount:** \$409,500 amended (\$175,500 initial)
4. **Matching Requirement:** NA
5. **Budget Impacts:** Fully funds the purchase of 6 Safe Parking pods and resolution to create the Safe Parking Pod Grant Program
6. **In-Kind Requirement:** NA
7. **Grant Name:** E023-02 Governor's Emergency Order Related to Houselessness
8. **Awarding Agency:** Central Oregon Intergovernmental Council (COIC)
9. **Period of Grant:** October 8, 2024, through June 30, 2025
10. **Summary of Purpose of Grant:** Expand Safe Parking Program through the purchase of 6 Safe Parking pods and the creation of the Safe Parking Pod Grant Program to assist qualifying nonprofit entities in expanding Safe Parking capacity to support individuals and households experiencing houselessness through awards for the purchase of Safe Parking pods.
The City of Bend received an award of \$175,500 from Central Oregon Intergovernmental Council, authorized through the Coordinated Houseless Response Office, in October 2024 for the purchase of 9 Safe Parking units. The City has contracted with Gales Brothers Construction, LLC for 6 units (\$117,000). The remaining funds (\$58,500), and additional funds awarded through this amendment (\$234,000) fully fund the proposed resolution to create a Safe Parking Pod Grant Program. If Council authorizes the amendment to the agreement with COIC and adopts the resolution to create the Safe Parking Grant Program, the City will, through a grant process, award funds to qualifying nonprofit entities to purchase and operate 15 additional safe parking units at an average cost of \$19,500 per unit.
11. **Submission and Reporting Requirements:**
The original agreement requires the following reporting. No additional reporting is required under this amendment.
 - Shelter Bed Reporting – shelter beds created through this funding must be added to the Monthly Housing Inventory Count for the Region
 - Shelter Development Progress – a progress report with each billing on the shelter development. Report shall include where on the development continuum the shelter project is, from planning to placement of units, to ready to open; number of estimated new shelter beds that will be coming available with the project; and estimated timeline of project staffing and operations.

- Additional reporting as requested by Central Oregon Intergovernmental Council and the State.

12. **Other Agencies Involved? If so, what is role of City:** The City is the subrecipient of funds awarded to Central Oregon Intergovernmental Council through Oregon Housing and Community Services from the Governor's E023-02 Emergency Order. If Council adopts the resolution to create the Safe Parking Pod Grant Program, the City will act as a pass-through entity, granting awards for the purchase of pods to qualifying nonprofit entities.

13. **Other Information:** The pod units purchased through this agreement are intended to be operated by qualifying nonprofit entities who responded to the Coordinated Houseless Response Office Request for Qualifications to develop and operate temporary shelter sites, including Safe Parking, in March 2024 (COIC RFQ CED #24-01) and were determined to be Tier 1 or Tier 2 projects.

DRAFT