



**Marion County**  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

**BO-4982-22**

Grant Agreement #: **BO-4982-22** Amendment #: \_\_\_\_\_

Contact: **Melissa Rounds**

Department: **Board of Commissioners**

Phone #: **503-588-5193**

Date Sent: **Wednesday, September 14, 2022**

Title: **ERA2 Program Management**

Contractor's Name: **Marion County Housing Authority**

Term - Date From: **October 1, 2022** Expires: **December 31, 2025**

Contract Total: \$ **3,300,000.00** Amendment: \$ **-** New Total: \$ **3,300,000.00**

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Exemption**

Rule/Statute: **50-0010**

Description of Services or Grant Award

Implement and manage the county's Emergency Rental Assistance Program under ERA2 Grant Award from U.S. Treasury Department.

Desired BOC Session Date: **10/5/2022**

BOC Planning Date: **9/22/2022**

Files submitted in CMS: **9/14/2022**

Printed packet & copies due in Finance: **9/20/2022**

BOC Session Presenter(s) **Melissa Rounds and Camber Schlag**

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_

Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_

Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: October 5, 2022

Department: Board of Commissioners Agenda Planning Date: 9/22/22 Time required: 10 minutes

☐ Audio/Visual aids n/a

Contact: Melissa Rounds Phone: 503-588-5193

Department Head Signature:

**TITLE**

Consider approval of the Subrecipient Agreement with Marion County Housing Authority in the amount of \$3,300,000 for the implementation and management of Marion County's Emergency Rental Assistance Program under ERA2 grant award from the U.S. Department of Treasury from October 1, 2022 through December 31, 2025.

**Issue, Description & Background**

Marion County was awarded \$8,258,777.30 in U.S. Treasury Emergency Rental Assistance funds through the American Rescue Plan Act, and has received 40% of the award in the amount of \$3,300,000. The county's contract with third-party vendor Yardi Systems for management of ERA1 funds ends on September 30, 2022. For administration of ERA2 funds, the county is seeking a partnership with a local agency to implement and manage the program to allow for individual case management and to build relationships with households seeking assistance.

**Financial Impacts:**

All administrative costs will be paid from the grant, and are not to exceed 15% as allowed by U.S. Treasury Guidelines for ERA2.

**Impacts to Department & External Agencies**

None.

**Options for Consideration:**

1. Approve the Subrecipient Agreement between Marion County and Marion County Housing Authority
2. Do not approve the Subrecipient Agreement between Marion County and Marion County Housing Authority

**Recommendation:**

Approve the Subrecipient Agreement between Marion County and Marion County Housing Authority

**List of attachments:**

Subrecipient Agreement with Exhibits

**Presenter:**

Camber Schlag and Melissa Rounds

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

**Copies to:**

cschlag@co.marion.or.us; mrounds@co.marion.or.us

## REQUEST FOR AUTHORIZATION OF CONTRACT

**Date:** 9/30/22

**To:** Chief Administrative Officer

**Cc:** Contract File

**From:** Melissa Rounds

**Subject:** Retroactive

The Marion County Board of Commissioners Office is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Marion County Housing Authority for implementation and management of the county's Emergency Rental Assistance Program with a value of \$3,300,000, and will be effective retroactive to October 1, 2022 upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The contract and all required exhibits were not completed in time to meet the submission deadlines for the September 28<sup>th</sup> Board Session prior to the effective date of the program, October 1.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

Staff has gained experience and awareness of the numerous exhibits, checklists, and pre-contract assessments that must occur when preparing a subrecipient agreement that involves federal grant funds and will begin collecting the necessary information and approvals from the contractor earlier.

Submitted by:



Melissa Rounds

Board of Commissioners Office

Acknowledged by:



Jan Fritz

Chief Administrative Officer

9/30/22

**MARION COUNTY  
SUBRECIPIENT AGREEMENT  
BO-4982-22**

*American Rescue Plan Act of 2021 –  
Emergency Rental Assistance Program (ERA2)*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Marion County Housing Authority**, a unit of local government, hereinafter referred to as "Subrecipient".

**Recitals**

- A.** WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Emergency Rental Assistance program (ERA2) with the Assistance Listing Number (ALN) 21.023. The ERA2 program is to provide support to State, territorial, and local governments in responding to the emergency rental assistance to individuals; and
- B.** WHEREAS the County received a direct allocation of ERA2 funds from the U.S. Treasury, in the amount of \$8,258,777.30; and
- C.** WHEREAS the Subrecipient, a unit of local government, provides housing assistance throughout Marion County, Oregon; and
- D.** WHEREAS, as a Subrecipient, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

**Agreement**

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

**1. Incorporation**

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

- a.** Exhibit A (Statement of Work)
- b.** Exhibit B (Required Federal Terms and Conditions)
- c.** Exhibit C (Federal Funding Information for Subrecipients)
- d.** Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- e.** Exhibit E (Not Applicable)
- f.** Exhibit F (ERA2 Reporting Requirements Form)
- g.** Exhibit G (Marion County Disbursement Request)
- h.** Exhibit H (Marion County Emergency Rental Assistance Policy)

**2. Term of Agreement**

Unless terminated or extended, this Agreement covers the period **October 1, 2022, through December 31, 2025**. Subrecipients costs must be obligated by September 30, 2025, and must be expended by

December 31, 2025.

### **3. Work to be Performed**

Subrecipient shall perform the work described in Exhibit A, Statement of Work (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

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

### **4. Consideration; Reporting**

- a. The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Three Million Three Hundred Dollars (\$3,300,000.00) (the "Grant"). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the U.S. Treasury eligibility criteria H.R. 1319 Subtitle B-Housing Provisions Sec. 3201. Emergency Rental Assistance.
- b. Subrecipients may use ARPA funds for direct administrative costs for administering the program, not to exceed 15% of the award. Direct Administrative Costs are identified as specific costs of implementing the program, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Costs must comply with 2 CFR 200 Subpart E - Cost Principles and be adequately documented and supported, including requirements for personnel compensation and fringe benefits as identified in 2 CFR 200.430 & 200.431. Indirect Costs or general overhead costs are not allowed for this program.
- c. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The County shall provide the report templates to the Subrecipient upon execution of the Agreement. See Exhibit F for reporting due dates and requirements.

### **5. Funding Appropriation**

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation. Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

### **6. Requests for Funds**

- a. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR

Part 205, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

**b. Grant distributions will be made by the County:**

☐ Monthly or upon request to the County with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. The exhibit and supporting documentation shall be sent to MRounds@co.marion.or.us or.

☒ One-time distribution to the Subrecipient upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. Exhibit G shall be sent to MRounds@co.marion.or.us.

**7. Nonexclusive Remedies Related to Funding**

**a. Withholding of Grant Funds from Request**

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

**b. Redistribution or Retention of Funds**

If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients or retain such Grant funds for other County use. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

**c. Reservation of Right to Recapture**

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement or as required by U.S. Treasury.

**8. Termination**

- a.** The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by

Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.

- b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
- 1) Subrecipient fails to fulfill timely any of its obligations under this Agreement;
  - 2) Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
  - 3) Funds provided under this Agreement are used improperly or illegally by Subrecipient;
  - 4) Funding for grant programs is denied, suspended, reduced, or eliminated;
  - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - 6) Funding, appropriations, limitations, or expenditure authorization to expend Grant funds is denied, suspended, reduced, or eliminated;
  - 7) Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited, or not renewed;
  - 8) Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
  - 9) Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including the County.
- c. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- 1) The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

- 2) The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
- d. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.
- e. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- f. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- g. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

## **9. Conflict of Interest**

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

## **10. Governing Law; Venue; Consent to Jurisdiction**

- This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

## **11. No Third-Party Beneficiaries**

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



## **12. Notices**

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

County Contact Person:	Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number:	503-589-3290
E-Mail Address:	<a href="mailto:cschlag@co.marion.or.us">cschlag@co.marion.or.us</a>
Mailing Address:	555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

## **13. Confidentiality**

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

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

## **14. Dual Payment**

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

## **15. Monitoring Required**

### **a. County Authorized to Monitor Subrecipient**

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the ERA2 program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the ERA2 program; and that ERA2 program performance goals are achieved.

The County monitoring of Subrecipient shall include at a minimum:

- 1) Reviewing financial and performance reports.
- 2) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the ERA2 program, other federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
- 3) Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- 4) The County is responsible for resolving audit findings specifically related to the ERA2 program and not responsible for resolving crosscutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

- 1) Provide Subrecipients with training and technical assistance on ERA2 program-related matters; and
- 2) Perform on-site reviews of the subrecipient's ERA2 program operations;
- 3) Arrange for agreed-upon-procedures engagements as described in 2 CFR 200.425.

**b. Subrecipient Noncompliance**

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

**c. Subrecipient Shall Monitor Its Subcontractors**

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable ERA2 program requirements

or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

## **16. Remedies**

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

## **17. Expenditures Properly Supported**

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

## **18. Unallowable Costs and Lobbying Activities**

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

#### **19. Disallowance of Costs**

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

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

#### **20. Records Maintenance**

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

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

#### **21. Records Access**

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of this Section 23 and to grant right of access to and ownership by the County of the subrecipients' books and records related to this Agreement.

#### **22. Audits**

If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable federal regulations, if any.

### **23. Subcontractor Agreements**

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- a. The services that the Subcontractor must provide related to the project.
- b. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- c. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- e. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.
  - (i) Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- f. Subrecipient shall include Exhibits B, D, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

#### **24. Insurance and Workers Compensation**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

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

#### **25. Subrecipient Status**

Subrecipient shall perform all work under this Agreement as an independent contractor. Subrecipient is not an officer, employee or agent of the County, with respect to work performed under this Agreement.

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

#### **26. Captions**

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

#### **27. Severability**

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

#### **28. Execution and Counterparts**

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

#### **29. Grant Funds**

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

#### **30. Indemnity**

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

### **31. Subrecipient Procurements**

Subrecipients are responsible for ensuring that any procurement using ERA2 funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

### **32. Reserved**

### **33. Attorney Fees**

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

### **34. Time is of the Essence**

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

### **35. No Limitations on Actions of The County in Exercise of Its Governmental Powers**

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

### **36. Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

### **37. Merger Clause**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary the County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

### **38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE**

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

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

- a. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;
- b. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d. Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

*(Remainder of this page intentionally left blank)*



**SIGNATURE PAGE**

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

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Subrecipient Address: \_\_\_\_\_

Primary Contact Person (Type or Print): \_\_\_\_\_

Primary Contact Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Fiscal Contact Name (Type of Print): \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

## **EXHIBIT A STATEMENT OF WORK**

### **1. GENERAL INFORMATION.**

Marion County received \$8,258,777.30 in American Rescue Plan funds for Emergency Rental Assistance. The Emergency Rental Assistance (ERA2) program emphasizes paying down arrears in both rental and utility assistance and allows for forward payment of rent and utilities.

Households that are eligible for assistance may receive up to 18 months of rental assistance between ERA1 and ERA2. Payment of existing housing-related arrears that could result in evictions is prioritized. Under ERA2, eligible households may apply for additional assistance only up to three months at a time, if needed and the overall funding and time limit are not exceeded. Funds may be used for rent and rent arrears and other housing expenses as defined by U.S. Treasury Guidelines. Funds may also be used for utilities and home energy costs (separately stated electricity, gas, water and sewer, trash removal, and fuel oil), and utility and home energy arrears.

Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided.

**2. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** Subrecipient shall provide an online registration link on both the County and Subrecipient's website, an application portal, and paper application option for households within Marion County. Household applicants shall create a log in, complete the online application and upload all required documentation. Subrecipient will provide individual household case management and case auditing in compliance with U.S. Treasury Guidelines for eligibility, and Marion County priorities for assistance.

**2.1 Eligibility Requirements.** Subrecipient shall determine household eligibility requirements that include:

1. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during, or due, directly or indirectly, to the COVID-19 pandemic.
2. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
3. The household is a low-income family (as defined in section 3(b) of 42 U.S.C. 1437a(b)).

Subrecipient must prioritize consideration of applications for the following based on U.S. Treasury Guidelines:

1. Households with income below 50% area median income; and
2. Households with one or more individuals that have been unemployed for at least 90 days prior to the date of application.

Subrecipient shall determine household income as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes using the monthly income determination, income eligibility must be re-determined every three months.

Once a household applicant becomes eligible under the ERA program, Subrecipient shall prioritize Marion County's priorities for assistance:

1. Senior Citizens 58 years of age and older
2. Households effected by the 2020 Wildfires
3. Families with at least one parent and one child

#### 4. Marion County Department program referrals

**2.2 Documentation of Income Determination.** Subrecipient shall ensure proper documentation for each household application to determine income eligibility. Subrecipient shall collect the following documentation in order to determine income eligibility:

- paystubs, W-2s or other wage statements,
- tax filings,
- bank statements demonstrating regular income, or an attestation from an employer,
- a written attestation from the applicant as to household income,
- a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.
- an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Subrecipient shall provide exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. If such a written attestation without further documentation is relied on, the Subrecipient must reassess household income for such household every three months.

Subrecipient shall review the household applicant's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Subrecipient may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Subrecipient and the County shall coordinate with other sources of assistance to confirm the ERA program is not duplicative either through data uploads into the Yardi Rent Relief Software or by manual review of applicant data.

**2.3 Documentation of Rent, Rental Arrears, Utility and Utility Arrears.** Subrecipient shall ensure proper documentation for each household application to determine rent, rental arrears, utility, and utility arrears. There is no requirement for household applicants regarding the length of tenure in the current unit. Subrecipient shall ensure proper documentation for where applicant resides and the amount of rent, or rent in arrears owed:

- a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount,
- evidence of paying utilities for the residential unit,
- rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent,
- a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit.

If household applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, Subrecipient may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.hud.gov>.

The household applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This three-month limited payment allows household applicants to gather additional documentation or negotiate with landlords in order to avoid eviction. Subrecipient must obtain evidence of rent owed and re-determine income eligibility after three months in order to provide further assistance

to such a household.

Utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted. Utilities and home energy costs that are covered by the landlord will be treated as rent and are payable under the rent and rental arrears eligibility. Subrecipient shall ensure proper documentation has been submitted by household applicant in order to determine eligible for utilities and home energy costs:

- Utility company bill;
- An invoice; or
- Evidence of payment to the provider of the utility or home energy service.

Subrecipient may allow other expenses related to housing under ERA2. Expenses include relocation expenses and rental fees, including prospective relocation expenses, such as rental security deposits, rental fees, and reasonable accrued late fees (if not included in rental or utility arrears.).

Subrecipient shall ensure proper documentation for all payments for housing-related expenses such as a bill, invoice, or evidence of payment to the provider of the service.

**2.4 Documentation of Marion County Priority.** Subrecipient shall ensure proper documentation for each household application that meets the County's priorities for assistance in the following manner:

1. Senior Citizens 58 years of age and older, through the application and documentation such as a driver's license or birth certificate.
2. Households affected by the 2020 Wildfires shall have a letter from applicable organizations assisting with wildfire relief. Those organizations are including but not limited to:
  - a. Santiam Canyon Service Integration Team
  - b. United Way of the Mid-Willamette Valley
  - c. Santiam Canyon Long-Term Recovery Group
3. Families with at least one parent and one child, as indicated in the application
4. Marion County department program referrals shall have a letter from one of the county program managers. The county departments are:
  - a. Health and Human Services
  - b. Juvenile
  - c. Sheriff's Office

**2.5 Payments for Rent, Rental Arrears, Utility and Utility Arrears.** Subrecipient shall conduct outreach with landlord or utility provider confirming they will accept payments from the ERA program. Subrecipient shall attempt the following types of outreach and document each attempt:

- A request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing;
- Subrecipient has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or
- A landlord confirms in writing that the landlord does not wish to participate.

Subrecipient shall verify that payment is for housing-related arrears. If household applicant is reapplying for additional assistance, it must be for only up to three months and Subrecipient shall verify housing related arrears are cleared. Subrecipient must obtain evidence of rent owed and re-determine income eligibility after three months in order to provide further assistance to such a household. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2 combined.

Subrecipient will allow direct to tenant payments only after the following conditions are met:

- Case auditors have made a reasonable effort to obtain cooperation by the landlord or utility

- provider as outlined above; and
- The applicant is working directly with a case manager at Marion County Housing Authority or through another agency that can attest that the assistance is being used to pay rental or rental arrears, forward rent, or other eligible housing expenses.

## **2.6 Final Determination and Quality Control**

Subrecipient shall conduct quality control review of household applications and ensure program compliance to support fraud detection prior to issuing payment to the landlord or utility on behalf of the household applicant.

Subrecipient shall issue denial letters for those household applicants that do not provide necessary documentation by the deadline, have received duplicate funding, or do not meet the eligibility criteria established by the US Treasury or the county.

**2.7 Reporting.** Subrecipient shall have data points available to run reports as needed and required by the ERA Reporting Schedule, hereby attached and incorporated as Exhibit F.

Subrecipient shall retain records on the above identified information for each household applicant for auditing purposes.

**2.8 Administration:** Subrecipient shall provide a customer service call center and case management services to household applicants. Subrecipient shall provide 3 levels of application review to ensure compliance with ERA program federal and county requirements.

Subrecipient shall provide applications, call center and case management services in English, Spanish and Russian. Subrecipient shall create limited English proficiency applications for a variety of other languages as needed.

Subrecipient shall comply with Exhibit H Marion County's Emergency Rental Assistance Policy.

**EXHIBIT B**  
**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARDS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

- i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- ii. If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- iii. Subrecipient must save, protect, and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by

Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors, and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(N) See 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(O) See 2 CFR 200.323 Procurement of recovered materials.

(P) Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

(Q) Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

(R) Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;



- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, provided or made available by state and local governments or instrumentalities or agencies thereto.

(S) Any publications produced with funds from this award must display the following language:  
“This project is being supported, in whole or in part, by federal award number ERA2-0325 awarded to Marion County by the U.S. Department of the Treasury.”

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit C – Federal Funding Information For Subrecipients  
As Required By 2 CFR 200.331(a)<sup>1</sup>

<b>1. Federal Award Identification</b>	
(i) Subrecipient Name:	Marion County Housing Authority
(ii) Unique Entity ID #:	JC5ZTVEH9J35
(iii) Federal Award Identification Number (FAIN):	ERA2-0325
(iv) Federal Award Date:	3/11/2021
(v) Subaward Period of Performance (Start & End Date):	10/1/2022 - 12/31/25
(vi) Amount of Federal Funds Obligated by this Agreement:	\$2,803,511
(vii) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$2,803,511
(viii) Total Amount of Federal Award committed to Subrecipient by PTE:	\$2,803,511
(ix) Federal Award Project Description:	Emergency Rental Assistance (ERA) Program
(x) Identify the following:	
a) Federal awarding agency	U.S. Treasury
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Jan Fritz, CAO
(xi) Identify Program Information	
a) Assistance Listing # (formerly CFDA #):	21.023
b) Program Name:	Emergency Rental Assistance (ERA) Program
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	None
<b>2. Subrecipient Indirect Cost Rate</b>	
Indirect cost rate passed through to subrecipient:	N/A
<b>3. Additional Requirements or Comments (if any)</b>	
<p>A. Indirect Cost Rate is not an allowable cost for ERA, per U.S. Treasury Guidelines. However, direct Administrative Costs are allowed up to 15% for ERA 2, see Section 4b of this agreement.</p> <p>B. Monitoring Requirements are included in Section 15 of this agreement.</p>	
<p><sup>1</sup>Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).</p>	

## Federal Funding Accountability and Transparency Act (FFATA) Certification\*

<b>Organization Name:</b>	Marion County Housing Authority	<b>CMS Number:</b>	BO-4982-22
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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- ☐ Yes (Skip questions "A" and "B" and finish the certification)
- ☒ No (Proceed to questions "A" and "B")

**A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards**

Did your organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- ☐ Yes If "Yes," proceed to question "B".
- ☒ No If "No," skip question "B" and finish the certification.

**B. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- ☐ Yes If "Yes", where can this information be accessed?
- ☐ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1	_____	\$	_____
2	_____	\$	_____
3	_____	\$	_____
4	_____	\$	_____
5	_____	\$	_____

***As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.***

Jason Icenbice

**Print Name of Authorized Representative**



**Signature of Authorized Representative**

Executive Director

**Print Title of Authorized Representative**

09/20/2022

**Date**

## EXHIBIT F

A.1 U.S. Treasury Department requires submission of quarterly performance reports for ERA2 which are due according to the following table:

Report	Period Covered	Due Date
1	October 1 – December 30, 2022	January 15, 2023
2	January 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – June 30, 2023	July 15, 2023
4	July 1, 2023 – September 30, 2023	October 15, 2023
5	October 1, 2023 – December 30, 2023	January 15, 2024
6	January 1, 2024 – March 31, 2024	April 15, 2024
7	April 1, 2024 – June 30, 2024	July 15, 2024
8	July 1, 2024 – September 30, 2024	October 15, 2024
9	October 1, 2024-December 31, 2024	January 15, 2025
10	January 1, 2025-March 31, 2025	April 15, 2025
11	April 1, 2025 – June 30, 2025	July 15, 2025
12	July 1, 2025 – September 30, 2025	October 15, 2025

Subcontractor shall provide necessary financial, demographic, and qualitative performance information to the county no later than the first Friday of the reporting month as outlined above, and formatted per Treasury bulk upload templates provided to subcontractor by the county.

### Exhibit G - Marion County Disbursement Request



**Recipient:** Marion County Housing Authority  
**Project Name:** Marion County Emergency Rental Assistance Program  
**Funding Program:** ERA2  
**Assistance Listing (CFDA#):** 21.023

**Project Number:** ERA2 - 0325

**Date:**

**Final Draw?** ☒ Yes ☐ No

**Reporting Period:**

to

(A)	Marion County Funds				Other / Matching Funds				All Funds
	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget (Whole Dollars)	Prior Disbursements	Current Request (Linked to Detail)	Balance	Approved Budget (Whole Dollars)	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
One-time distribution to subrecipient									
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Certification:** I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Authorized Signature and Title	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Authorized Signature and Title (if necessary)	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Project Contact for Payment Notification	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Phone Number
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Email Address	

**For Marion County Use Only:** I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

Dollar Amount	Costing	PO #
\$ -		CMS #
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Authorized Signature and Title		<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Authorized Signature and Title		<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Authorized Signature and Title		<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Date

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Additional Information Required:**

Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.  
 Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.  
 Submit to mrounds@co.marion.or.us for review and processing of disbursement.

Marion County Disbursement Request Detail

<b>Recipient:</b>	Marion County Housing Authority	<b>Date:</b>	1/0/1900
<b>Project Name:</b>	Marion County Emergency Rental Assistance Program	<b>Project Number:</b>	ERA2 - 0325
<b>Funding Program:</b>	ERA2		

Date	Description	Personnel Services	Materials & Services	Equip or Capital Purchases	Administrative	Total
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
insert extra lines if needed						-
Total Disbursement Request		-	-	-	-	-

## **1. BACKGROUND**

Following the passage of the American Rescue Plan Act on March 11, 2020, Marion County received \$8,258,777.30 in American Rescue Plan (ERA2) funds for emergency rental assistance from the United States Department of the Treasury (Treasury). The Emergency Rental Assistance (ERA) programs emphasize paying down arrears in both rental and utility assistance and allow for forward payment of rent and utilities, and other housing-related expenses such as relocation expenses and rental fees.

## **2. DEFINITION**

**Low-income:** Income that does not exceed 80 per centum of the median income for the area, as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

## **3. POLICY**

Marion County shall provide financial assistance and housing stability services to eligible households where one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk.

### **3.1. ELIGIBILITY**

3.1.1. For ERA2, the Treasury has determined household eligibility requirements that include:

- 3.1.1.1. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship **during** or due directly or indirectly to the coronavirus pandemic;
- 3.1.1.2. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- 3.1.1.3. The household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1973 (42 U.S.C. 1437a(b)).

**3.2. PRIORITIZATION**

3.2.1. The Treasury requires preference prioritization of applicants for the following:

3.2.1.4. Households with income below 50% area median income;  
and

3.2.1.5. Households with one or more individuals that have been unemployed for at least 90 days.

3.2.2. Marion County has established additional preference priorities for the following eligible applicants:

3.2.2.6. Those 58 years of age and older;

3.2.2.7. Households affected by the 2020 Wildfires;

3.2.2.8. Families with at least one parent and one child; and

3.2.2.9. Marion County Department program referrals.

3.3. Assistance may be provided for rental and utility arrears dated back to March 13, 2020.

3.4. ERA2 funds must be spent by September 30, 2025.

3.5. Prior to the county issuing a payment, tenant and landlord recipients of ERA funds must commit in writing to use ERA assistance only for the intended purpose. The county will investigate and address any potential instances of fraud or the misuse of funds that it becomes aware of.

3.6. Landlords receiving rent and rental arrears payments under the county's rental assistance program must comply with all applicable federal and state eviction laws.

**3.7. DIRECT TO TENANT PAYMENTS**

3.7.1. While ERA2 does not require cooperation or participation by the landlord or utility provider, grantee may choose to seek cooperation of the landlords or utility providers before providing assistance directly to tenants;



- 3.7.2. County shall allow direct assistance to tenants only after the following conditions are met:
  - 3.7.2.10. Case auditors have made a reasonable effort to obtain cooperation by the landlord or utility provider by phone, or e-mail over a five calendar-day period and/or landlord confirms in writing that the landlord does not wish to participate; and
  - 3.7.2.11. The applicant is working directly with a case manager at Marion County Housing Authority or through another agency that can attest that the assistance is being used to pay rental arrears, forward rent, or other eligible housing expenses.

#### **4. PROCEDURE**

- 4.1.1. The county will contract with Marion County Housing Authority to administer ERA2 program funds.
- 4.2. INCOME ELIGIBILITY
  - 4.2.1. Household income shall be determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes using the monthly income determination, income eligibility must be re-determined every three months.
  - 4.2.2. Each applicant's income eligibility shall be documented within the online application system. The following documentation may be used to determine income eligibility:
    - 4.2.2.12. Paystubs;
    - 4.2.2.13. W-2s or other wage statements;
    - 4.2.2.14. Tax filings;
    - 4.2.2.15. Bank statements demonstrating regular income;
    - 4.2.2.16. An attestation from an employer;
    - 4.2.2.17. A written attestation from the applicant as to household income.;
    - 4.2.2.18. Determination letter from the government agency that verified the applicant's household income, provided that

- the determination for such program was made on or after January 1, 2020.; or
- 4.2.2.19. An attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.
- 4.2.3. Exceptions to the listed documentation requirement may be granted to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. If such a written attestation without further documentation is relied on, the county must reassess household income for such household every three months.
- 4.2.4. The county shall review the household applicant's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs.
- 4.2.5. The county may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household.
- 4.2.6. The county shall coordinate with other sources of assistance to confirm the ERA program is not duplicative. Other sources of assistance include non-disclosure agreements with Oregon Department of Housing and Community Services and local non-profits if applicable for data sharing, and the county's rent relief software records for ERA1 recipients.
- 4.2.7. Each applicant's request for rent, rental arrears, utility, or utility arrears payments shall be documented within the online application system.
- 4.2.8. There is no requirement for household applicants regarding the length of tenure in the current unit.
- 4.3. **PROOF OF RENTAL OBLIGATION**
- 4.3.1. The following documentation shall be collected to determine where the applicant resides and the amount of rent, or rent in arrears owed:



- 4.3.1.20. A current lease, signed by the applicant and the landlord or sub lessor that identifies the unit where the applicant resides and establishes the rental payment amount;
  - 4.3.1.21. Evidence of paying utilities for the residential unit;
  - 4.3.1.22. Evidence of rental payment history which may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent; or
  - 4.3.1.23. A written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit.
- 4.4. HOUSING-RELATED ARREARS
  - 4.4.1. If household applicant is reapplying for additional assistance, it must be for only up to three months and the department shall verify housing related arrears are cleared.
  - 4.4.2. The county must obtain evidence of rent owed and re-determine income eligibility after three months in order to provide further assistance to such a household.
  - 4.4.3. Applicants may only receive up to 12 months of assistance plus an additional three months to ensure housing stability.
  - 4.4.4. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2 combined.
- 4.5. DUPLICATION OF BENEFITS
  - 4.5.1. The applicant must attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental or utility costs that are the subject of the attestation. The county must obtain evidence of rent owed and re-determine income eligibility after three months in order to provide further assistance to such a household. This three-month limited payment allows household applicants to gather additional documentation or negotiate with landlords in order to avoid eviction.
- 4.6. UTILITIES and HOME ENERGY COSTS
  - 4.6.1. Utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil.
  - 4.6.2. Payments to public utilities are permitted.

- 4.6.3. Utilities and home energy costs that are covered by the landlord will be treated as rent and are payable under the rent and rental arrears eligibility.
- 4.6.4. The county shall collect the following documentation in order to determine eligibility for utilities and home energy costs:
  - 4.6.4.24. A Utility company bill;
  - 4.6.4.25. An invoice; or
  - 4.6.4.26. Evidence of payment to the provider of the utility or home energy service.
- 4.7. **OTHER HOUSING EXPENSES**
  - 4.7.1. The county may allow payment for other expenses related to housing. The statute establishing ERA2 does not require that these expenses be incurred due to the COVID-19 outbreak. Eligible expenses include:
    - 4.7.1.27. Relocation expenses including prospective relocation expenses;
    - 4.7.1.28. Security deposits and rental fees which may include application or screening fees;
    - 4.7.1.29. Reasonable accrued late fees (if not included in rental or utility arrears).
  - 4.7.2. In order to determine eligibility for housing-related expenses, the county shall collect a bill, invoice, or evidence of payment to the provider of the service.
- 4.8. **COVERAGE FOR MOTELS or HOTELS**
  - 4.8.1. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance provided that:
    - 4.8.1.30. The household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
    - 4.8.1.31. The total months of assistance provided to the household do not exceed the applicable time limit described above in Section 4.4; and
    - 4.8.1.32. Documentation of the hotel or motel stay is provided, and the other applicable requirements provided in the statute are met.

- 4.8.2. The cost of the hotel or motel stay may not include expenses incidental to the charge for the room.

#### 4.9. RENT-TO-OWN ASSISTANCE

- 4.9.1. The county may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of the household:

- 4.9.1.33. Is not a signor or co-signor to the mortgage on the property;
- 4.9.1.34. Does not hold the deed or title to the property; and
- 4.9.1.35. Has not exercised the option to purchase.

#### 4.10. MANUFACTURED HOUSING

- 4.10.1. Rental payments for either the manufactured home or the parcel of land the manufactured home occupies are eligible for financial assistance under ERA programs. Households renting manufactured housing or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expensed related to housing.

- 4.10.2. This also applies to mooring fees for water-based dwellings (houseboats).

#### 4.11. OUTREACH TO LANDLORDS AND UTILITY COMPANIES

- 4.11.1. The county shall make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if:

- 4.11.1.36. A request for participation is sent in writing, by mail, to the landlord or utility provider, that the addressee does not respond to the request within seven calendar days after mailing;
- 4.11.1.37. The county has made at least three attempts by phone, text, or e-mail over a five (5) calendar-day period to request the landlord or utility provider’s participation; or
- 4.11.1.38. A landlord confirms in writing that the landlord does not wish to participate.

4.11.2. Outreach efforts must be documented and maintained as part of the applicant' file.

4.12. **QUALITY CONTROL and MONITORING**

4.12.1. The county shall conduct quality control review of household applications, ensure program compliance, and monitor controls to support fraud detection prior to issuing payment to the landlord or utility on behalf of the household applicant.

4.12.2. The county shall coordinate with other sources of assistance to confirm the ERA program is not duplicative. Other sources of assistance include non-disclosure agreements with local non-profits if applicable for data sharing and the county's rent relief software.

4.13. **SCHEDULE and REPORTING**

4.13.1. The county shall submit the following data in the from household applicants:

4.13.1.39. Address of the rental unit;

4.13.1.40. For landlords and utility providers, the name, address, social security number, tax identification number, or DUNS number, as applicable;

4.13.1.41. Amount and percentage of monthly rent covered by ERA assistance;

4.13.1.42. Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;

4.13.1.43. Total amount of each type of assistance (i.e., rent, rental arrears, utilities utility and home energy costs, utilities utility and home energy costs arrears) provided to each household;

4.13.1.44. Amount of outstanding rental arrears for each household;

4.13.1.45. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;

4.13.1.46. Household income and number of individuals in the household;

4.13.1.47. Gender, race, and ethnicity for the primary applicant for assistance; and

- 4.13.1.48. Number of applications received to report the acceptance rate of applicants for assistance.
  - 4.13.2. The county shall retain records on the above identified information for each household applicant for monitoring and auditing purposes.
  - 4.13.3. Quarterly reports must be submitted to United States Department of Treasury by the 15th day after the close of the quarter beginning July 15, 2021.
- 4.14. **ADMINISTRATION**
  - 4.14.1. American Rescue Plan for Emergency Rental Assistance allow up to 15% of the funds to be used for direct and indirect costs associated with administration of the program. Administrative expenses could include home stabilization services such as case management. Marion County Housing Authority shall maintain labor distribution reports and other direct cost invoices in order to receive administration fund reimbursement.
- 4.15. **PRIVACY and SECURITY**
  - 4.15.1. The county must ensure that the privacy of individuals and households is protected.
  - 4.15.2. Information, including any personally identifiable information that is collected through the county's emergency rental assistance program will be used only for the purpose of submitting reports to the Treasury.
  - 4.15.3. Information about individuals who are survivors of intimate partner violence, sexual assault, or stalking shall remain confidential.
- 4.16. **POLICY AND PROGRAM REVIEW**
  - 4.16.1. Designated Board of Commissioners' Office staff shall review the federal program requirements monthly in order to review and revise this policy and procedures as needed.
  - 4.16.2. Marion County Housing Authority staff will be required to give program reports to the board of commissioners at least every other month.