

OHCS GRANT #9075 – PSH Risk Mitigation Fund (Redwood Crossing)

**STATE OF OREGON
GRANT AGREEMENT**

Permanent Supportive Housing Fund
Risk Mitigation Pool
Grant No. 9075

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Housing and Community Services Department (“Agency”) and The Housing Authority of the City of Salem dba Salem Housing Authority (“Grantee”).

SECTION 1. AUTHORITY

Pursuant to ORS 456.561, ORS 458.620, and ORS 456.625(12), Agency is authorized to enter into a grant agreement and provide funding for reimbursement of the costs described in this Grant.

SECTION 2. EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant will be effective and have a Grant funding start date as of January 1, 2024 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2033, or when Grantee has exhausted all funding available for the subject property described in Section 5 (Grant Funds and Subject Property), whichever date is earlier.

SECTION 3. GRANT ADMINISTRATORS

The parties’ Grant Administrators are shown below. A party may designate a new Grant Administrator by written notice to the other party.

GRANTEE	AGENCY
Nicole Utz 360 Church St. S.E. Salem, OR, 97301 503-588-6459 nutz@salemhousingor.com 93-0582087	Felicia Fournier 725 Summer St. NE, Suite B Salem, OR 97301 971-433-7913 felicia.fournier@hcs.oregon.gov

SECTION 4. ELIGIBLE COSTS

Grantee must use the Grant Funds only to cover the costs associated with physical damage repairs beyond normal wear and tear and to offset increased operating costs (all of the foregoing collectively referred to herein as “Eligible Costs”) in accordance with OAR 813-385, which includes Agency’s program guidance found here: <https://www.oregon.gov/ohcs/development/Pages/permanent-supportive-housing-risk-mitigation-pool.aspx> (the “Program Guidance”). Grant Funds may be used to cover Eligible Costs incurred as a result of damage that occurred, or increased operating costs that accrued, during the period from the Effective Date to the expiration or termination of this Grant.

Agency’s Risk Mitigation Pool is intended to help reduce insurance claims made by Agency’s Permanent Supportive Housing (“PSH”) partners, provide increased financial stability for PSH partners, and limit property exposure to these unanticipated financial risks.

OHCS GRANT #9075 – PSH Risk Mitigation Fund (Redwood Crossing)

SECTION 5. GRANT FUNDS AND SUBJECT PROPERTY

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$325,500 (“Grant Funds”) as reimbursement for the costs described in Section 4 (Eligible Costs) with respect to the property referenced in the table below, subject to available funds remaining in the Funding Source (as defined below). Agency will pay the Grant Funds from monies available through its Risk Mitigation Pool appropriation from Senate Bill 5511 (2023) (“Funding Source”).

The maximum funding for the subject property is based on the number and size of the property’s PSH units. The table below shows the maximum funding allowable for the property:

SUBJECT PROPERTY	UNIT SIZE	NUMBER OF PSH UNITS	MAXIMUM FUNDING
Redwood Crossing 4107 Fisher Rd NE Salem, OR, 97305	Single Room Occupancy (\$10,500) Studio (\$12,600) One-bedroom (\$14,000) Two-bedrooms (\$20,300) Three-bedrooms (\$25,000) Four-bedrooms & up (\$30,000)	31	\$325,500
Total Maximum Funding:			\$325,500

Grantee may submit claims for reimbursement by submitting a claim form to Agency within 12 months of the date of the incident, or, if later, the date on which the property manager or owner became aware of the damage or loss. Claims for increased operating costs must be submitted within 12 months of the date on which such costs were incurred. Claim forms can be found online here: <https://www.oregon.gov/ohcs/development/Pages/permanent-supportive-housing-risk-mitigation-pool.aspx>.

SECTION 6. TERMS AND CONDITIONS

This Grant shall be subject to the Standard Terms and Conditions attached as Exhibit A, which is incorporated herein by this reference.

SECTION 7. SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that the signature below is their signature, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

(The remainder of this page has been left intentionally blank. Signatures follow.)

OHCS GRANT #9075 – PSH Risk Mitigation Fund (Redwood Crossing)

IN WITNESS WHEREOF, the parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Housing and Community Services Department

By: _____
Phillip Andrews, Designated Procurement Officer

Date: _____

Grant Administrator Approval

By: _____
Felicia Fournier, Associate Program Analyst

Date: _____

The Housing Authority of the City of Salem dba Salem Housing Authority

By: _____
Authorized Signature

Date: _____

Printed Name: Nicole Utz

Title: Director of Housing

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Marc Bocci, Senior Assistant Attorney General via email

Date: October 29, 2024

(The remainder of this page has been left intentionally blank.)

OHCS GRANT #9075 – PSH Risk Mitigation Fund (Redwood Crossing)

EXHIBIT A STANDARD TERMS AND CONDITIONS

1. DISBURSEMENT GENERALLY.

1.1. Disbursement.

1.1.1. Subject to the availability of sufficient moneys in and from the Funding Source and based on Agency's projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the reimbursement of eligible costs as described in the Grant that are incurred during the term of the Grant.

1.1.2. Grantee must provide to Agency any information or detail regarding the Eligible Costs for which Grant Funds are being requested prior to disbursement or as Agency may request.

1.2. **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

1.2.1. Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source; and

1.2.2. No default as described in Section 4 has occurred.

1.3. **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to pay for Eligible Costs; provided, however, Grantee may not credit or pay any Grant Funds for activity costs that are paid for with other funds and would result in duplicate funding.

2. **FALSE CLAIMS ACT.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the activities. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 5, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee.

3. **GOVERNING LAW, JURISDICTION.** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum,

then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS. In no event may this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any court.

4. **GRANTEE DEFAULT.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

4.1. Grantee fails to use the Grant Funds for the intended purpose described in the Grant or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant; or

4.2. Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to determine Eligible Costs, to disburse Grant Funds, or to assess the performance by Grantee is untrue in any material respect when made.

5. **REMEDIES.** In the event Grantee is in default under Section 4, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant, (ii) reducing or withholding payment for activities, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

6. **WITHHOLDING FUNDS, RECOVERY.** Grantee must return to Agency within 30 days of Agency's written demand:

6.1. Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;

6.2. Any Grant Funds received by Grantee that remain unexpended for payment of the applicable Eligible Costs at the expiration or termination of the Grant;

OHCS GRANT #9075 – PSH Risk Mitigation Fund (Redwood Crossing)

6.3. Any Grant Funds that Agency determines were spent on purposes other than the payment of Eligible Costs; or

6.4. Any Grant Funds Grantee received as reimbursement for Eligible Costs that were incurred in connection with deficient repairs performed by Grantee. Agency may also withhold Grant Funds due to Grantee in lieu of requiring the return of any of the recoverable Grant Funds referenced above.

7. TERMINATION.

7.1. Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

7.2. By Agency. Agency may terminate this Grant as follows:

7.2.1. At Agency’s discretion, upon 30 days’ advance written notice to Grantee;

7.2.2. Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;

7.2.3. Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited, or Agency is prohibited from funding the Grant from the Funding Source; or

7.2.4. Immediately upon written notice to Grantee, if Grantee is in default under this Grant.

7.3. Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant and return all Grant Funds that have not been spent as of the termination date, unless Agency expressly directs otherwise in such notice.

8. MISCELLANEOUS.

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

8.2. Amendments. The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the parties.

8.3. Notice. Any notices to be given under this Grant must be given in writing by email, personal delivery, or certified or registered mail, to a party’s Grant Administrator at the physical address or email address set forth in this

Grant, or to such other addresses as either party may indicate pursuant to this section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or upon verification through other technological means that the email has been delivered to the recipient’s email address.

8.4. Survival. The provisions of this Grant which by their nature are intended to survive expiration or termination of this Grant (including, but not limited to, remedies and record-keeping) will survive.

8.5. Severability. The parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

8.6. Compliance with Law. In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.

8.7. Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons.

8.8. Assignment and Successors. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect.

8.9. Records Maintenance and Access. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees that Agency, the Oregon Secretary of State’s Office, the federal government, and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.

8.10. Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations – oral or written – not specified herein regarding this Grant.