The Urban Renewal Agency of the City of Salem, Oregon
(Agency)

Grant Award, Conditions, and Certifications

Project Name: Pringle Creek North Block Slab Demolition

Award Amount: $1,300,000

Grantee: City of Salem, an Oregon municipal corporation

Grantor: Urban Renewal Agency of the City of Salem, Oregon

Recitals

A. Grantee is an Oregon municipal corporation;

B. The South Waterfront Urban Renewal Plan was approved on September 4, 2007 and was most recently amended on September 9, 2013;

C. The South Waterfront Urban Renewal Plan, Section V, outlines urban renewal projects authorized under the Plan, including Pringle Creek Access Improvements, which includes creek bank restoration, demolition for creek daylighting, habitat restoration and landscaping; the Grantor desires to construct components of the Pringle Creek Access Improvements (the "Project");

D. Funds for the Project have been formally approved by the Board of the Urban Renewal Agency; and

E. Grantor desires to assist in the construction of the Project.

Grant Award

A. Grantor grants to Grantee funds for the Project as provided in this Grant Award, Conditions, and Certifications;

B. Grantor shall provide Grantee a maximum of $1,300,000;

C. Agency shall provide grant funds to Grantee on an as-needed basis as Grantee enters into contractual obligations for construction of the Project; and

D. Grant funds shall be expended for the construction of the Project. Any funds not necessary to complete the Project will be retained by Grantor and re-allocated to other projects identified in the Riverfront Downtown Urban Renewal Plan.

Grant Conditions

A. This grant agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles;

B. Grantee shall defend, indemnify, and hold harmless the Agency and its officers, agents, and employees from all claims, suits, and actions of whatever nature resulting from or arising out of the activities or negligence of Grantee, its officers, agents, employees, consultants, and contractors under this grant;

C. Grantee shall maintain accurate and complete records accounting for all funds spent under this grant agreement. Such records and all other documents relating to or reflecting the expenditure of grant funds under this grant agreement shall be available to the Agency and its representatives, auditors, or accountants at all reasonable times for examination, audit, inspection, and transcription;

D. Grantee shall be accountable for and shall repay any overpayment or breach of this grant agreement that results in a debt owed by Agency to another;

E. Failure to comply with the conditions and certifications herein may result in the withholding of disbursement, termination of this grant, and any other recovery that may be available;

F. Grantee and Grantor are independent parties and neither shall be considered an agent, partner, joint venturer, or related entity of the other by reason of this grant;

G. Grantee shall maintain in force, at its own expense, workers' compensation insurance in compliance with ORS Chapter 656. Grantee shall obtain and maintain in effect during the Award Period a policy or policies of commercial general liability insurance to cover all operations of the Grantee as the Agency may reasonably require. Grantee shall provide continuing proof of such insurance as the Agency may reasonably require; and

H. Grantee agrees to directly or indirectly complete the construction of the Project in consultation with the Agency.

Grant Certifications

A. In the performance of the work performed or reimbursed with these Grant funds, Grantee shall comply with the provisions of all applicable local, state, and federal laws, rules, and regulations.

Acceptance

A. The individuals signing this grant on behalf of the respective parties hereby certify and swear under penalty of perjury that they are authorized to act on the party's behalf.

URBAN RENEWAL AGENGY FOR THE CITY OF SALEM	**CITY OF SALEM**
By: _____	By: _____
Steve Powers	Steve Powers
Executive Director	City Manager
Date: _____	Date: _____