

STATE OF OREGON TRIBAL GRANT AGREEMENT

By and for Initiative, Native American Tribes of Oregon

Grant No. 7289

This Tribal Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Housing and Community Services Department (“Agency”) and Coquille Indian Housing Authority (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 456.625 and ORS 190.110, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

The Agency and Grantee relationship is defined in part by ORS 182.162 to 182.168 (Relationship of State Agencies with Indian Tribes) and Executive Order 96-30 (State/Tribal Government-to-Government Relations).

In the 2022 regular session of the Oregon Legislative Assembly, Agency received an allocation of \$80 million in state general funds (Or Laws 2021, Chapter 11, Section 357 (House Bill 5202(2022))) for homeless response and prevention efforts including shelter support, services, outreach, shelter operations, renovations, and construction.

SECTION 2: PURPOSE

The purpose of this Agreement is to redesign and modernize the homeless delivery services system to serve all Oregonians by leading with equity and racial justice ensuring that Agency works to recognize and better serve underserved groups. The funding for this grant program is a step towards affirming the need to reach out and serve populations that have been disproportionately impacted and will serve as the vehicle to allocate state general funds among the federally recognized Tribes in Oregon. It is Agency’s intent to work with the Native American and Indigenous people to acknowledge racial disparities and assist their communities that are experiencing homelessness or at risk of homelessness.

Agency has elected to use this investment to support the sheltering and homeless services needs of the federally recognized Tribes in Oregon by providing infrastructure, operation, and service support for emergency shelters and transitional housing as well as the supportive services for responding to homelessness and homelessness prevention. Funding under the program for this Agreement is available for use under the following program service components: 1) Street Outreach, 2) Emergency Shelter, 3) Transitional Housing, 4) Homelessness Prevention, 5) Supportive Housing, 6) Acquisition/Rehab/Conversion, 7) Eviction Prevention, 8) Outreach and Engagement, 9) Capacity Building, and 10) Data Collection. Additional information on each program service component can be found in the Program Guidance established by Agency (as it may be amended by Agency from time to time with written notice to Grantee, “Program Guidance”), a current copy of which is attached to this Agreement as Exhibit C and, together with any amendments by Agency from time to time with notice to Grantee, incorporated into and made part of this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

Subject to full execution of this Agreement by all Parties and all necessary approvals of this Agreement, this Agreement is effective and has a funding start date as of April 4, 2022 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2023. Notwithstanding any other provision of this Agreement, all Grant must be expended by June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Mike Savara
Phone: 503-986-7237
mike.savara@hcs.oregon.gov

4.2 Grantee’s Grant Manager is:

Anne Cook, Executive Director
Phone: 541-888-6501
annecook@coquilleiha.org

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: GRANT ACTIVITIES

Grantee must use funds under this Agreement to perform the grant activities set forth in Exhibit A (the “Grant Activities”), attached hereto and incorporated into this Agreement by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Agreement, Agency will provide Grantee up to **\$736,128.00** (“Grant”) for the Grant Activities. Agency will pay the Grant from monies available through its General Fund for the purpose of this Agreement (the “Funding Source”).

6.1 Disbursement of Grant; Allowable Costs.

6.1.1 Funding Availability. Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant to Grantee for the allowable Grant Activities described in Exhibit A that are undertaken during the Performance Period in accordance with the terms and conditions of this Agreement.

6.1.2 Backup Documentation; Substantiation.

6.1.2.1 Grantee will submit requests for payment under this Agreement to Agency in accordance with the Program Guidance and Grant Activities, as they may be amended from time to time, including but not limited to the submittal of requests for payment through any system designated by

Agency from time to time. Grantee must provide to Agency any information or detail regarding the expenditure of Grant required under Exhibit A (Grant Activities) and the Program Guidance (collectively, Exhibit A and the Program Guidance may be referred to as the “Program Requirements”) prior to disbursement or as Agency may otherwise request.

Grantee’s request for Grant must be supported by documentation satisfactory to Agency, including but not limited to: 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 this Agreement (or in the case of subgrantees, under their respective contracts with Grantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. Agency may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

- 6.1.3 Approval by Agency.** Agency will only disburse Grant to Grantee for activities completed, that, if required by Exhibit A or Exhibit C, are approved by Agency.
- 6.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
- 6.2.1** 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;
- 6.2.2** No default as described in Section 16 has occurred; and
- 6.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 6.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant to complete the Grant Activities; provided, however, the Grantee may not credit or pay any Grant for Grant Activities costs that are paid for with other funds and would result in duplicate funding.
- 6.4 Suspension of Funding and Grant Activities.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Grant Activities dependent upon Grant for a period of up to 180 days after the date of the notice if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant. Upon receipt of the notice, Grantee must immediately cease all Grant Activities dependent on Grant and must take all necessary steps to minimize the Grant Activities allocable to Grant.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will cooperate to amend this Agreement to revise the amount of Grant and Grant Activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at Agency’s discretion or for cause provisions of this Agreement.

SECTION 7: ONLINE SYSTEMS

- 7.1** Grantee and its subgrantees must enter all appropriate and necessary data into OPUS (a web-based

application developed by Agency), Homeless Management Information System (HMIS), or other Agency-approved systems, as applicable (collectively, the “Sites”), at the time of client intake for the Grant Activities. Exceptions are only allowed with prior written approval by Agency.

- 7.2 Sites’ Terms and Conditions.** As a condition of use of the Sites, Grantee agrees and will require its subgrantees to agree to all terms and conditions contained in this Agreement, notices on the Sites, and as otherwise directed by Agency. Grantee agrees to not use the Sites for any unlawful purpose. Agency reserves the right, at its discretion, to update or revise the Sites’ terms and conditions of use. Continued use of the Sites constitutes acceptance of the Sites’ terms and conditions.
- 7.3 Additional Data Collection.** Use of the Sites for additional reported program data not required under this Agreement is at Grantee’s own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this additional data.
- 7.4 Data Rights.** Grantee hereby grants and will require and cause any subgrantee to grant to Agency the right to reproduce, use, display, adapt, modify, distribute, and promote, in any form, and disclose, as allowed by law, any or all the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Grantee also must use and must require and cause its subgrantees to use Client Release forms and Privacy Policy forms (templates to be provided by Agency) in connection with obtaining and transmitting client data.
- 7.5 Disclaimer of Representations and Warranties.** Grantee understands and agrees and must require its subgrantees to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limitation of the foregoing, Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at Grantee’s risk. Grantee hereby accepts the risk of its use of the Sites, and the use of the Sites by its subgrantees, and, to the extent permitted by applicable law, expressly waives any claims and causes of action against the state and Agency and agrees that the state and Agency owe no duty to Grantee or its subgrantees with respect to the Sites, the Content, or any risks related to the Sites or the Content.
- 7.6 Limitation of Liability.** Without limitation of Section 7.5 above, Grantee agrees that under no circumstance will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites or the Content. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.
- 7.7 Indemnification.** Subject to applicable law, Grantees agrees, and must require its subgrantees to agree, to defend (SUBJECT TO ORS CHAPTER 180), indemnify (consistent with ORS Chapter 180), and hold harmless Agency and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites or the Content. Agency reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Grantee, in which event Grantee will cooperate with Agency in asserting any available defenses.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is a federally recognized Tribe in Oregon and validly organized and existing under federal law.
- 8.1.2** Grantee has all necessary rights, powers and authority to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant, for the Grant Activities;
- 8.1.3** This Agreement has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Agreement by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Grant Activities or the ability of Grantee to carry out the Grant Activities.

8.2 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: REAL PROPERTY

If the Grant Activities include the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with the Grant except as provided in the Program Guidance.

SECTION 10: FIXED ASSETS

- 10.1** Fixed Assets. If applicable, Grantee must, and must cause its grantee to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200. These regulations must apply to all equipment purchased with the Grant, regardless of source of funds. The following practices are in addition to those otherwise required:
- 10.2** Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with the Grant, must rest with the Grantee. Property and equipment purchased with the Grant must not be used for collateral or to secure financing.
- 10.3** Insurance. Grantee must, at a minimum, provide the insurance coverage required by Oregon Revised Statutes, as amended from time to time, for automobiles and/or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Grantee with Agency named as an additional

insured party in all such motor vehicles and/or equipment. In its agreements with its subgrantees, Grantee must require and cause its subgrantees to comply with the requirements of this Section.

- 10.4** Loaned Equipment/Property Disposition. All fixed assets owned by Agency and loaned to Grantee under a standard agreement will remain the property of the Agency, regardless of their value. The disposition of all loaned equipment must be readily available.
- 10.5** Disposal Requiring Prior Approval. When Grantee, or any of its subgrantees, wishes to dispose of equipment purchased using funds under this Agreement, having an original cost of more than \$5,000, and which has a current pre-unit, fair-market value of more than \$5,000, Grantee must submit a written notification to the appropriate Agency's Program Coordinator with a copy to the Agency's Financial Compliance Monitor. If Agency consents, Agency will provide instructions regarding the method of disposition. Agency reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, must be done in a manner consistent with the property management standards for equipment of the Agency from which the original funding was received. In the case of mixed funding sources, the most restrictive standards must apply.

Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate Agency's Program Coordinator with a copy to the Agency's Financial Compliance Monitor with no further obligation. The Agency's Program Coordinator must be notified of all title transfers, sales, and other methods of disposition. Agency may review disposition records upon notification of Grantee.

- 10.6** Federal Regulations. Grantee acknowledges and agrees that Grantee will comply with any federal regulations referred to in this Section 10, as they may be amended from time to time, to the same extent that such regulations would apply to Grantee if the Grant consisted of federal funds, notwithstanding that the Grant does not consist of federal funds.

SECTION 11: COMPLIANCE AND MONITORING

- 11.1 Compliance.** Grantee will comply and will require and cause (including by contract) all subgrantees, vendors, contractors, agents, and assigns to comply with this Agreement, including all applicable Program Requirements.

11.2 Agency to Monitor Grantee.

- 11.2.1** Agency, including its authorized representatives and authorized third parties, may monitor the activities and records of Grantee and Grantee's subgrantees and vendors related to this Agreement, for, among other things, ensuring: (1) Grantee and its subgrantees comply with the terms of this Agreement, including but not limited to the Program Requirements, and that the Grant is used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Program Requirements, and that performance complies with the terms and conditions of this Agreement.

- 11.2.2** Agency's monitoring activities may include any action necessary to ensure compliance with this Agreement, which may include the following: (1) the review (including copying) from time to time of any and all Grantee, subgrantee, and vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits for purposes of determining compliance with this Agreement; (3) conducting or arranging for on-site and field visits and inspections for purposes of

determining compliance with this Agreement; and (4) review of Grantee fiscal and program reports, and requiring appropriate request for Grant documentation as well as such other information and clarification as it deems appropriate, prior to providing a request for funding approval, whether in whole, in part, or otherwise.

- 11.2.3** Agency monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by Agency. Monitoring may be done through contractors, agents, or other authorized representatives.
- 11.2.4** Agency may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.
- 11.2.5** Agency (or the state or its agents) may require Grantee to perform some level of random audit of program applications and Grantee must perform to the best of its ability.
- 11.3 Grantee To Fully Cooperate.** Grantee agrees to fully and timely cooperate with Agency in the performance of any and all monitoring and enforcement activities, including causing its subgrantees, vendors, and contractors to so cooperate by agreement. Failure by Grantee or any of its subgrantees or vendors to comply with this requirement is sufficient cause for Agency to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by Agency as a material failure by the Grantee to perform its obligations under this Agreement.

SECTION 12: CONFIDENTIAL INFORMATION

- 12.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Grant Activities participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).
- 12.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Grant Activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 12.3 Identity Protection Law.** Grantee must have and maintain a formal written information security

program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 12.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Agreement who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 12.1 and 12.2 of this Section.
- 12.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Grant Activities must agree to submit to a criminal background check prior to performance of any Grant Activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Grant Activities or (ii) access to Agency Confidential Information or Grantee premises.

SECTION 13: INDEMNIFICATION

GRANTEE SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND AGENCY AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS’ FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE NEGLIGENT OR WILLFUL MISCONDUCT OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS GRANT.

SECTION 14: INSURANCE

- 14.1 Insurance.** Grantee must obtain and maintain insurance in the types and amounts indicated in Exhibit B. To the extent that Grantee is not providing shelter services or is providing shelter services exclusively through subgrantees/contractors, Grantee is not required to obtain and maintain physical abuse and molestation coverage as described in Exhibit B, provided that any subgrantees/contractors providing shelter services must obtain and maintain such coverage.
- 14.2 Real Property.** If the Grant Activities include the construction, remodel, or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 15: GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable federal and Oregon laws. 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 Agreement must be brought and conducted in a court of competent jurisdiction. Notwithstanding the foregoing, in no event may anything in this Agreement be construed as a waiver by either party of any form of defense or immunity, whether sovereign immunity, governmental immunity, Tribal immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Notwithstanding the foregoing, in the event of a lawsuit filed by one Party against the other, the filing party is not immune from counterclaims filed by the other Party.

SECTION 16: DEFAULT

16.1 Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

16.1.1 Grantee fails to use the Grant for the intended purpose described in Exhibit A and the Program Guidance or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

16.1.2 Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Grant Activities, the expenditure of Grant or the performance by Grantee is untrue in any material respect when made; or

16.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

16.2 Agency. Agency will be in default under this Agreement if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, Agency will not be in default if Agency fails to disburse the Grant because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 17: REMEDIES

17.1 Agency Remedies. In the event Grantee is in default under Section 16.1, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 19.2, (ii) reducing or withholding payment for Grant Activities or materials that are deficient or Grantee has failed to complete in accordance with this Agreement, (iii) exercise of its right of recovery of overpayments under Section 18 of this Agreement or setoff, or both, or (iv) 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.

- 17.2 Grantee Remedies.** In the event Agency is in default under Section 16.2 and whether or not Grantee elects to terminate this Agreement, Grantee’s sole remedy will be, within any limits set forth in this Agreement, reimbursement of Grant Activities completed and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 18: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 18.1** Any Grant paid to Grantee under this Agreement, or payments made under any other agreement between the State of Oregon and Grantee, that exceed the amount to which Grantee is entitled;
- 18.2** Any Grant received by Grantee that remain unexpended at the end of the Performance Period; or
- 18.3** Any Grant determined by Agency to be spent for purposes other than allowable Grant Activities;

SECTION 19: TERMINATION

- 19.1 Mutual.** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 19.2 By Agency.** Agency may terminate this Agreement as follows:
- 19.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 19.2.2** 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 Agreement;
- 19.2.3** 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 Agreement is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 19.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Grantee.
- 19.3 By Grantee.** Grantee may terminate this Agreement as follows:
- 19.3.1** At Grantee’s discretion, upon 30 days advance written notice to Agency;
- 19.3.2** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency.
- 19.4 Cease Activities.** Upon receiving a notice of termination of this Agreement, Grantee must immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

SECTION 20: MISCELLANEOUS

- 20.1 Conflict of Interest.** Grantee by signature to this Agreement declares and certifies the award of this Agreement and the Grant Activities to be funded by this Agreement, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- 20.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement 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 Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.
- 20.3 Amendments.** The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.
- 20.4 Notice.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, 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.
- 20.5 Survival.** All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 10, 12, 13, 15, 17, 18, 19 and subsection 20.5 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.
- 20.6 Severability.** The Parties agree if any term or provision of this Agreement 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 this Agreement did not contain the particular term or provision held to be invalid.
- 20.7 Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.
- 20.8 Compliance with Law.** Although Grantee is generally exempt from the application of state and local law, Grantee agrees to comply with all applicable federal, state, and local laws pertaining to this Agreement.
- 20.9 Tribal Preference.** Nothing in this Agreement prevents Grantee from giving preference to Tribal members and other Indians in accordance with applicable laws.
- 20.10 Intended Beneficiaries.** Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

- 20.11 Assignment and Successors.** Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 20.12 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Grant Activities required of Grantee under this Agreement. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Agreement.
- 20.13 Time of the Essence.** Time is of the essence in Grantee's performance of the Grant Activities under this Agreement.
- 20.14 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office, and 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 Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 20.15 Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.
- 20.16 Grant Documents.** This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Agreement less all exhibits
 - Exhibit A (the "Grant Activities")
 - Exhibit B (Insurance)
 - Exhibit C, as amended by Agency from time to time with notice to Grantee (Program Guidance)
- 20.17 Merger, Waiver.** This Agreement 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 Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

[Signature Page Following]

SECTION 21: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Agreement 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 it is their signature, that each intends to execute this Agreement, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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

Department

By: Sandra Flickinger
4641B29D2A0B49F...

3/23/2023
Date

Designated Procurement Officer or delegate
DocuSigned by:


64900C5066FC43E...

3/13/2023
Date

Agency Grant Manager

Coquille Indian Housing Authority

By: Anne F. Cook
E9CCEBF18E8F493...

3/14/2023
Date

Authorized Signature

Anne F. Cook

Executive Director
Title

Printed Name

93-1133051

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Ben Eckstein via email

March 10, 2023

EXHIBIT A

GRANT ACTIVITIES

PART I. GRANT ACTIVITIES

Projects to be conducted by Grantee include 2) Emergency Shelter, 4) Homelessness Prevention, and related activities designed to reduce or prevent homelessness and housing instability. 8) Outreach and Engagement will be directed to all Tribal households in Oregon in anticipation of providing services to 75 or more families throughout the State. Grantee will coordinate with Coquille Tribal Family Support Services and local providers in areas where Tribal families are served to identify and address additional needs. Existing policies, procedures, and processes will be modified to incorporate planned emergency shelter and homelessness prevention services. Grantee will utilize the Grant funds for the following grant categories: 2) Emergency Shelter, 4) Homelessness Prevention, 8) Outreach and Engagement, 9) Capacity Building, and 10) Data Collection. (Numbering corresponds to categories in approved budget in Part III below.)

2) Emergency Shelter:

- Purchase hotel/motel vouchers for participants
- Shelter Resident Support Services
 - Housing relocation assistance
 - Transportation
 - Costs to board and care for shelter animals

4) Homelessness Prevention

- Provide Rental assistance, late fees, and rent arrearages
- Provide assistance in utility arrears (includes water, sewer, garbage, gas, electricity, phone, and internet)
- Provide assistance in manufactured home rent space “lot rent” or RV space lot for primary housing
- Provide security deposits, moving expenses, application fees, pet rent, pet deposits, and other housing expenses
- Provide assistance in late fees, court fees, utility reconnection fees etc.
- Provide housing relocation assistance
- Provide work supports – (i.e., training costs; transportation assistance – bus tokens, ride sharing, auto repair; childcare or eldercare costs, clothing to support employment needs).
- Provide furniture and household goods to support a household with moving to a new home

8) Outreach and Engagement

- Staffing to promote programs and conduct outreach
- Advertising costs

9) Capacity Building

- Engage consultants and technical assistance experts to assist with the planning and creation of policies and processes.

PART II SCOPE OF WORK

- A. Grantee must and must cause and require by written agreement that its subgrantees perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to the Program Guidance.
- B. Grantee must and must cause and require its subgrantees by written agreement to administer the Grant Activities in compliance with the Program Requirements including but not limited to the following conditions:
- i) Expend no more than the amount of the Grant authorized under this Agreement, including the Grantee's approved budget in Part III (or as revised with Agency approval in accordance with Part III);
 - ii) Will utilize the Grant to address the specific needs of various homeless subpopulations. Grant must be expended as outlined and approved by Agency in Grantee's approved budget in Part III (or as revised with Agency approval in accordance with Part III).

PART III. APPROVED BUDGET; INDIRECT COSTS

The approved budget may be revised up to 15 percent per budget category without amendment to this Agreement. Any revision of the approved budget must be approved by Agency in writing and accompanied by a budget change request form as prescribed by Agency. In no case may a budget category adjustment result in an increase of the total amount of the Grant set forth in Section 6 of this Agreement.

Indirect and Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as set forth in Grantee's approved budget. Without limitation of the foregoing and for informational purposes only, Agency advises Grantee that Agency generally approves budgets for administrative costs up to 15% of the total Grant or Grantee's negotiated indirect rate, whichever is greater.

Approved Budget

Category	\$ Amount
Street Outreach	\$0.00
Emergency Shelter	\$85,000.00
Transitional Housing	\$0.00
Homelessness Prevention	\$485,709.00
Supportive Housing	\$0.00
Acquisition/Rehab/Conversion	\$0.00
Eviction Prevention and Diversion	\$0.00
Outreach and Engagement	\$10,000.00
Capacity Building	\$25,000.00
Data Collection	\$20,000.00

Indirect (NICRA) or Administrative Costs	\$110,419.00
Not to Exceed Amount (NTE)	\$736,128.00

PART IV. PROJECT DATA COLLECTION AND REPORTING

Grantee must submit to the satisfaction of Agency all reports as required in this Agreement, including in referenced Program Guidance. Grantee must and must require its subgrantees to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of Agency-approved systems. Grantee may request a reporting deadline extension when necessary. An extension request must be approved, in writing, by Agency.

Quarterly Provider Reports are due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for Grant funds have been submitted for all fiscal year expenses by July 30 of each fiscal year end. Quarterly reports must include personally identifiable information and other data collected through the Agency-approved systems. Grantee must provide additional reports as needed and requested by Agency.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Grantee shall provide workers' compensation coverage in accordance with Tribal law. Grantee must require and ensure each of its subgrantees, contractors and subcontractors that employs subject workers who provide services in the State of Oregon complies with ORS 656.017 and provides Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126.

COMMERCIAL GENERAL LIABILITY

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY: **Required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Grantee and Grantee's subgrantees, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY **Required**

Grantee shall provide network security and privacy liability insurance for the duration of the Agreement and for the period of time in which Grantee (or its Business Associates or subgrantee(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY: **Required**

Directors, Officers and Organization insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND **Required**

Third party Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Grantee. Coverage limits shall not be less than \$500,000.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE **Required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the

incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Grantee termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before performing any Grant Activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.