

## **Section Six**

### **2013-2015 Master Grant Agreement**

Master Grant Agreement

Master Grant Agreement Amendment

Master Grant Agreements Exhibits

Master Grant Agreement Program Elements

Section 5 of the Fiscal Procedures Manual contains a draft copy of the 13-14 Master Grant Agreement, 13-15 Master Grant Agreement Amendment, Exhibits A through E and the 18 Program Elements for each grant included on the Master Grant Agreement.

# MASTER GRANT AGREEMENT 13-14

## INTRODUCTION

This **2013 - 2014 Master Grant Agreement** (this "Agreement") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Department" and **xxxxxxx**, a domestic non-profit corporation, hereinafter referred to as "Subgrantee".

## RECITALS

- A. Oregon Revised Statute ("ORS") chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;
- D. OHCS has determined Subgrantee's Work Plan application request to provide community service programs and the activities, as hereinafter defined, are feasible and merit funding;

## 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 of Recitals.** The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
2. **Effective Date and Duration.** This Agreement shall become effective **July 1, 2013**. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2014**.
3. **Consideration.** There is no guarantee of funding under this Agreement. The Grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These Grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:
  - This Agreement less all Exhibits and Attachments;
  - Exhibit A - Definitions;
    - Work Plan Attachments (as applicable)
  - Exhibit B - Standard Terms and Conditions;
  - Exhibit C – Special Provisions;
  - Exhibit D - Federal Assurances;
  - Exhibit E - Oregon State Historic Preservation Office Agreement.

# MASTER GRANT AGREEMENT 13-14

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

## 5. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

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

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee 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 a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee 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. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

Subgrantee (print Subgrantee's name): \_\_\_\_\_

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

By (print name): \_\_\_\_\_ Title: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_ Contact Fax Number: \_\_\_\_\_

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

Subgrantee Address: \_\_\_\_\_

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

Contact Telephone Number: \_\_\_\_\_ Contact Fax Number: \_\_\_\_\_

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

Hours of Operation: \_\_\_\_\_

DUNS #: \_\_\_\_\_ Secretary of State Business Registry #: \_\_\_\_\_

Fiscal Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_



**STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**2013-2014 MASTER GRANT AGREEMENT AMENDMENT No. 001**

This is Amendment No. 001 (this "Amendment") to Master Grant Agreement (the "Agreement"). The Agreement is dated July 10, 2013, and executed by and between the State of Oregon acting by and through its Housing and Community Services Department ("Agency") and xxxxxxxx ("Subgrantee") (collectively, the "parties"). This Amendment will become effective upon execution by both parties and (in the case of Agency) when all required approvals have been obtained.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

- A. The Agreement is hereby amended to extend the expiration date to June 30, 2015.
  - B. The Agreement is hereby amended by replacing Exhibit A, Definitions in its entirety.
  - C. The Agreement is hereby amended by replacing Exhibit A, Attached Program Elements 02 and 05 are hereby replaced in their entirety.
2. Except as expressly amended above, all other terms and conditions of the Agreement remain in full force and effect.
  3. The parties expressly affirm and ratify the Agreement as herein amended.
  4. Subgrantee certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee 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 a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**AGREED:**

**SUBGRANTEE**

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

**AGENCY**

Authorized by: \_\_\_\_\_  
Margaret S. Van Vliet, Director, or designee Date

**APPROVED**

OREGON DEPARTMENT OF JUSTICE

By: D. Kevin Carlson, Senior Assistant Attorney General (via e-mail) on June 6, 2014