



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

Agenda Category: Prior Approved	Item No:
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**Meeting Date:** April 6<sup>th</sup>, 2021

**Originating Department:** Aaron Hartman, Community Corrections

**Issue:** In the matter of approving a grant agreement between Oregon Community Foundation and Klamath County Community Corrections.

**Background:** On November 18, 2020, Oregon Community Foundation (OCF) accepted Grant Agreement No. 107-102320 from the State of Oregon via the Department of Administrative Services. Pursuant to the Oregon Legislative Emergency Board’s (“E-Board”) Certificate dated October 23, 2020 (the “Authorization”), the E-Board allocated \$30,000,000 from the Emergency Fund established by section 1, chapter 644, Oregon Laws 2019 for a grant to Oregon Community Foundation to support shelter through grants to local organizations for the acquisition, retrofitting, and potential operation of hotel and motel properties in wildfire-affected areas. Local organizations include counties, cities, Tribes, housing authorities and nonprofits. “Wildfire-affected areas” include Clackamas, Douglas, Klamath, Jackson, Lane, Linn, Lincoln and Marion Counties and tribal communities impacted by wildfires.

Klamath County applied for and has been awarded a portion of the grant in order to purchase Oregon Motel 8 and repair it to support long and short-term shelter. The funds must be distributed and repairs completed by June 30<sup>th</sup>, 2021. Any unspent funds remaining at June 30<sup>th</sup>, 2021 will be forfeited.

**Fiscal Impact:** Grant funding awarded in the amount of \$1,500,000 for the acquisition of the property and \$250,000 in holdback funds for renovations.

**Recommended Motion:** Matter was approved in an administration meeting on March 10<sup>th</sup>, 2021 and signed by Commissioner Morris. Fiscal Impact: Grant funding awarded in the amount of \$1,500,000 for the acquisition of the property and \$250,000 in holdback funds for renovations.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Vice-Chair

\_\_\_\_\_  
 Commissioner

Approved   
 Denied

Approved   
 Denied

Approved   
 Denied



## **PROJECT TURNKEY GRANT AGREEMENT - WILDFIRE**

### **Agreement between Oregon Community Foundation and Klamath County**

On November 18, 2020, Oregon Community Foundation (OCF) accepted Grant Agreement No. 107-102320 from the State of Oregon via the Department of Administrative Services. Pursuant to the Oregon Legislative Emergency Board's ("E-Board") Certificate dated October 23, 2020 (the "Authorization"), the E-Board allocated \$30,000,000 from the Emergency Fund established by section 1, chapter 644, Oregon Laws 2019 for a grant to Oregon Community Foundation to support shelter through grants to local organizations for the acquisition, retrofitting, and potential operation of hotel and motel properties in wildfire-affected areas. Local organizations include counties, cities, Tribes, housing authorities and nonprofits. "Wildfire-affected areas" include Clackamas, Douglas, Klamath, Jackson, Lane, Linn, Lincoln and Marion Counties and tribal communities impacted by wildfires.

This grant agreement sets forth the terms and conditions of OCF's subgrant to Klamath County (Subgrantee) for the purposes stated above. The full terms and conditions of this grant are outlined below. Specific details as to gross and net proceeds of the grant are outlined in the attached Exhibit A. Once the acquisition is complete and the grant has been fully disbursed, OCF will close the grant.

### **GRANT OVERVIEW**

The Grant Funds will fund the acquisition of the Program Property located at 5225 Hwy 97N Klamath Falls, Oregon (Oregon 8 Motel Property), by Klamath County. The total gross amount of the grant, amounts held in escrow, expenditures incurred for due diligence on the property prior to closing, and net funds due at closing are detailed in Exhibit A.

### **ELIGIBILITY AND USE OF GRANT FUNDS**

- (1) Subgrantee must be a non-profit organization acquiring property in a wildfire-affected county. Non-profit organizations include counties, cities, Tribes, housing authorities and other nonprofits that have met the criteria set forth in the application and due diligence processes and been approved by the OCF Board. Wildfire-affected areas include Clackamas, Douglas, Klamath, Jackson, Lane, Linn, Lincoln and Marion Counties and tribal communities impacted by wildfires.
- (2) Subgrantee shall use grant funds for the acquisition, retrofitting, and potential operation of hotel or motel properties (“Program Property”) as shelter for Oregonians in wildfire-affected areas.
- (3) Subgrantee must use Program Property for housing and, if a Program Property is no longer used as housing, subgrant monies (“Returned Funds”) must be returned to OCF within thirty days.
- (4) Subgrantee must provide evidence of the following in order to be considered for funding:
  - previous experience in operating shelter services or facilities for COVID-affected individuals;
  - demonstrated and defined partnerships with culturally specific organizations for supportive services;
  - a description of how the Program Property will help address racial equity and break down existing inequities;
  - participation in coordinated entry-referral systems;
  - a description of the populations expected to be served by the Program Property over the ensuing three years;
  - an operational plan; local contributions for acquisition or operation,
  - if applicable; demonstrated support in the local community; and proximity to essential services.
- (5) Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

## **DEED RESTRICTIONS**

Subgrantee agrees to use Program Property, in accordance with the terms of this grant agreement. A Memorandum of Grant Agreement attached as Exhibit B will be recorded with the deed at closing. If at any time the property is being used for purposes other than housing, total awarded grant proceeds in the amount stated in Exhibit A are required to be returned to OCF, or its successors, within thirty days. If the funds are returned as provided in the agreement, the restrictions will expire.

**HOLDBACK FOR REPAIRS**

If repairs are required prior to occupancy, a portion of the grant may be subject to hold back until the repairs are complete. If applicable, an *Agreement Concerning Holdback for Repairs* is included herein as Exhibit C. All repairs must be completed, and grant funds fully expended, prior to June 30, 2021. If repairs are not completed by June 30, 2021, remaining funds will be forfeited by subgrantee.

**OREGON COMMUNITY FOUNDATION**

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

Name: Max Williams

Title: President and Chief Executive Officer

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

**Klamath County**

  
\_\_\_\_\_  
Kelley Minty Morris, Board Chair

Date 3/10/21

## **Exhibit C**

### **Agreement Concerning Holdback for Repairs**

Subgrantee: **Klamath County**  
Program Project Address: **5225 Hwy 97N, Klamath Falls, OR**

Fund: **Wildfire**  
Holdback: **\$250,000.00**

Oregon Community Foundation (OCF) is providing a grant to Klamath County for the acquisition of the above Program Property per the attached grant agreement. A portion of the grant award is subject to a hold back in the amount stated above in order to fund repairs necessary to prepare the property for occupancy. **The repairs required to be completed are outlined in the attached Schedule A.** All repairs must be completed, and all grant holdback amounts fully distributed, by June 30, 2021. Any grant holdback amount remaining at June 30, 2021, will be forfeited.

1. OCF shall hold the repair funds until Subgrantee completes the repair.
2. Subgrantee agrees to execute the repairs in a diligent manner and engage qualified contractors to accomplish that work.
3. Upon completion of the repairs, Subgrantee shall submit to OCF a certification that the work was completed, together with other evidence (such as photos) as appropriate, and invoices for the work.
4. To request reimbursement, Subgrantee shall submit evidence of payment of the repair invoice, or OCF may pay contractor directly, provided that each contractor has submitted a W-9. All reimbursements must be made by June 30, 2021.
5. Subgrantee may submit for payments as repairs are completed.
6. Any holdback funds not expended by June 30, 2021, will be forfeited. Any undisbursed funds held by OCF as of June 30, 2021.

**OREGON COMMUNITY FOUNDATION**

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

Name: Max Williams

Title: President and Chief Executive Officer

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

**KLAMATH COUNTY**

 \_\_\_\_\_ Date 3/10/21

Kelley Minty Morris, Board Chair

**Repairs for** **Schedule A**