



# Contract Review Sheet

CS-5800-23

Grant Agreement #: CS-5800-23 Amendment #: \_\_\_\_\_

Contact: Steve Dickey Department: Community Services Department

Phone #: (503) 373-4334 Date Sent: Wednesday, December 13, 2023

Title: Boys and Girls Club Yr 2 Operations

Contractor's Name: Boys and Girls Club Salem, Marion and Polk Counties

Term - Date From: July 1, 2023 Expires: June 30, 2026

Original Contract Amount: \$ 111,932.00 Previous Amendments Amount: \$ -

Current Amendment: \_\_\_\_\_ New Contract Total: \$ 111,932.00 Amd% 0%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs) Department

Description of Services or Grant Award

Subrecipient agreement with The Boys & Girls Club of Oregon will provide funds for administrative services to support the Healthy Lifestyle Program at the Epping Homestead location.

Desired BOC Session Date: 2/21/2024 Files submitted in CMS for Approval: 1/31/2024

Agenda Planning Date: 2/8/2024 Printed packets due in Finance: 2/6/2024

Management Update: 2/6/2024 BOC upload / Board Session email: 2/7/2024

BOC Session Presenter(s) \_\_\_\_\_

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

2/21/2024

**Meeting date:****Department:**

Community Services

**Title**

Boys and Girls Club Year 2 Epping Homestead Expansion

**Agenda Planning Date:** 2/8/24 **Management Update/Work Session Date:** 2/6/2024 **Audio/Visual aids** ☐
**Time Required** 5 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334
**Requested Action:**

Approve a contract with the Boys and Girls Club - Salem, Marion and Polk Counties to provide \$111,932 in 2023 CDBG funding for the expansion of the Healthy Lifestyles Program at the Epping Homestead location.

**Issue, Description & Background:**

Boys and Girls Club - Salem, Marion and Polk Counties expanded their services with opening the Epping Homestead location in northeast Salem. Over the past two years they have expanded the services offered at this location and the Healthy Lifestyles Program is the latest program expansion offered at this location. The expansion requires additional staff, food, and supplies. The program benefits low- and moderate-income youth in Marion County.

**Financial Impacts:**

No significant impact to Marion County as the funds for this grant are provided through a 2023 CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

**Impacts to Department & External Agencies:**

The approval of this grant will provide funding to expand services provided at the Boys and Girls Club Epping Homestead location.

**List of attachments:**

Contract CS-5800-23

**Presenter:**

Steve Dickey

Department Head Signature:

DocuSigned by:  
  
 C54889DD24B041A

# REQUEST FOR AUTHORIZATION OF CONTRACT

## CS-5800-23

**Date:** December 13, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Steve Dickey

### I. **Subject:** Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is for the Subrecipient Agreement Boys and Girls Club of Salem, Marion and Polk Counties with a value of \$111,932 and will be effective retroactive to 7/1/2023 upon approval.

#### A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1 through June 30. However, the federal fiscal year is from October 1 through September 30 thus creating a delay in the availability of funds being available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

- B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

For the stated reason in section A, Background.

- C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year.

Submitted by:

Reviewed by:

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Steve Dickey  
Community Services Department

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Contracts & Procurement

Acknowledged by:

Acknowledged by:

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Chris Eppley, Department Head

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Jan Fritz, CAO

# MARION COUNTY SUBRECIPIENT AGREEMENT

## *2023 Community Development Block Grant (CDBG) Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **The Boys & Girls Club of Salem, Marion and Polk Counties, a Non-Profit Public Benefit**, hereinafter referred to as "Subrecipient".

### **Recitals**

WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of the PY2023 Annual Action Plan submitted by the County to the United States Department of Housing and Urban Development on August 28, 2023; and

WHEREAS, the County intends to reimburse funds for wages and operation of the Boys and Girls Club of Salem, Marion and Polk Counties not to exceed \$111,932; per 2 CFR 200.405 and

WHEREAS, Subrecipient shall be responsible for continuing to operate the program in a manner that meets a Low to Moderate Income (LMI) national objective for the CDBG program

### **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**

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A.** Exhibit A (The Application)
- B.** Exhibit B (Required Federal Terms and Conditions)
- C.** Exhibit C (Federal Funding Information for Subrecipients)
- D.** Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- E.** Exhibit F (Section 3 of the Housing and Community Development Act)
- F.** Exhibit G (Fair Housing and Accessibility Requirements)
- G.** Exhibit H (Community Development Block Grant Monitoring Procedures)

#### **2. Term of Agreement**

Unless terminated or extended, this Agreement covers the period **July 1, 2023, through June 30, 2026**. Subrecipients' costs shall be expended by June 30, 2026.

#### **3. Work to be Performed**

Subrecipient shall perform the work described in Exhibit A, The Application (the "Work") in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Subrecipient shall be responsible for continuing to offer the program for the duration of the

agreement or until funds have been expended.

#### **4. Consideration; Reporting**

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of One Hundred Eleven Thousand Nine Hundred Thirty-Two dollars (\$111,932.00) (the “Grant”) in order to provide staffing for eligible program activities. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

Quarterly reports should accompany requests for reimbursement and include demographics of population served. Reports should be submitted no more than 45 days following the end of each quarter as follows:

- 1) July 1-September 30
- 2) October 1-December 31
- 3) January 1-March 31
- 4) April 1-June 30

Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.

#### **5. Funding Appropriation**

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient shall receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation.

Subrecipient’s obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

#### **6. Requests for Funds**

- A.** Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work per 2 CFR 200.305. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.
- B.** Grant distributions shall be made by the County. All requests for reimbursement and supporting documentation shall be submitted to the CDBG/HOME Program Manager or to the Community Services Office Manager.
- C.** County will be responsible for submitting the draw requests to HUD and will notify Subrecipient when funds are available for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement.

Invoices must be submitted no more than 45 days following the end of the quarter or following the signature date of this agreement for timely processing.

- 1) July 1-September 30
- 2) October 1-December 31
- 3) January 1-March 31
- 4) April 1-June 30

## **7. Nonexclusive Remedies Related to Funding**

### **A. Withholding of Grant Funds from Request**

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County regarding its performance under this Agreement as well as satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives, or is unsubstantiated by related documentation.

### **B. Redistribution or Retention of Funds**

- i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding and may redistribute such funds to other Subrecipients.
- ii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

### **C. Reservation of Right to Recapture**

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowable costs, or fraud.

## **8. Termination**

- A.** The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors, or assigns, as determined by the County in its sole discretion.
- B.** The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately

perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Subrecipient fails to fulfill any of its obligations under this Agreement in a timely manner;
- ii. Subrecipient fails to comply timely with directives received from the County;
- iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
- iv. Funding for grant programs is denied, suspended, reduced or eliminated;
- v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
- vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
- vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
- viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
- ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal or State department or local government, including the County.

**C.** Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;

- i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
- ii. The County provides one or more material directives which are contrary to Federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;

**D.** Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

- E. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- G. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

**9. Conflict of Interest**

Subrecipient understands and agrees it must maintain a Conflict-of-Interest Policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential Conflict of Interest. Any perceived or actual Conflict of Interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

**10. Governing Law; Venue; Consent to Jurisdiction**

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to of waiver of any other rights or remedies of the County according to law.

**11. No Third-Party Beneficiaries**

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**12. Notices**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when delivered.



County Contact Person: CDBG/HOME Program Manager (Community Services Department)

Contact Telephone Number: 503-588-7975

E-Mail Address: csreporting@co.marion.or.us

Mailing Address: PO Box 14500 Salem, OR. 97309

**13. Confidentiality**

Subrecipient shall require and cause its Subcontractors and vendors, including officers, employees, and agents, to protect the confidentiality of all information concerning clients and other applicants and recipients of services funded by this Agreement. Neither Subrecipient nor Subcontractor shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

**14. Dual Payment**

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the Federal or State government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County.

**15. Monitoring Required**

**A. County Authorized to Monitor Subrecipient**

The County shall perform a Risk Assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the CDBG program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the CDBG program; and that CDBG program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

- a. Reviewing financial and performance reports.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the CDBG program, other Federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
- c. Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- d. The County is responsible for resolving audit findings specifically related to the CDBG program and not responsible for resolving cross-cutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-

up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:
  - a. Provide Subrecipients with training and technical assistance on CDBG program- related matters; and
  - b. Perform on-site reviews of the Subrecipient's CDBG program operations;
  - c. Arrange for agreed-upon-procedures engagements as described in § 200.425.

**B. Subrecipient Noncompliance**

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

**C. Subrecipient Shall Monitor Its Subcontractors**

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

- D.** The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

**16. Remedies**

- A.** If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

- B. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- C. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, or privilege.
- D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

**17. Expenditures Properly Supported**

Expenditures and Requests for Funds shall be supported by Subrecipient with 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 the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable State and Federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

**18. Unallowable Costs - Lobbying Activities, Religious Activities**

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. The subrecipient agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

**19. Disallowance of Costs**

The County neither is responsible for, nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers, or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

**20. Records Maintenance**

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

**21. Records Access**

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its Agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the Subrecipients' books and records related to this Agreement.

**22. Audits**

If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

**23. Subcontractor Agreements**

The County shall approve all Subcontractors prior to Subrecipient entering into Subcontractor agreements. Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- A.** The services that the Subcontractor must provide related to the project.

- B. The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- C. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- E. Subrecipient may enter into agreements with Contractors or Subcontractors (collectively, "Subcontracts") for performance of the Project.

Subrecipient shall take all reasonable steps to cause its Contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's Contractor or any of the officers, agents, employees or Subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- F. Subrecipient shall include Exhibits B, D, E, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

## 24. Insurance Requirements

Subrecipient's Agency shall provide insurance coverage and limits as described below. All insurance carried by the Agency must be primary to and non-contributory with an insurance, including self-insurance or retentions carried by the County.

- A. **Workers Compensation Insurance.** Subrecipient shall comply with ORS 656.017, which requires subject employers to provide Oregon Workers Compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Subrecipient or Subrecipient's employees and subcontractors. Subrecipient shall provide and maintain Workers' Compensation coverage for its employees, officers, agents, or partners as required by applicable Workers' Compensation laws including employers' liability with limits not less than \$500,000 for each.
- B. **Commercial General Liability Insurance.** Subrecipient shall at all times carry a Commercial General Liability Insurance policy for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury. Property Damage and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.

☒ Required by County    ☐ Not Required by County

- C. **Automobile Liability Insurance.** Subrecipient shall at all times carry automobile liability insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Subrecipient's vehicles, whether owned, hired, or non-owned, which coverage is for Marion County, its agents, officers, elected officials, and employees.  
☒ Required by County    ☐ Not Required by County
- D. **Professional Liability/Errors and Omissions Insurance.** Subrecipient shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and \$2,000,000 in the annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.  
☐ Required by County    ☒ Not Required by County
- E. **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and when coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor, and Contractor's employees and volunteers. Policy endorsements definition of an insured shall include the Contractor and the Contractors 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.
- F. **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis, Subrecipient shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.
- G. **Bonding.** The Subrecipient shall ensure that every director, officer, employee who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into the Subrecipient project accounts or issuing financial documents, checks, or other instruments of payment for projects be bonded or covered under a Commercial Crime policy for protection against loss. The Bond or Commercial Crime policy must be endorsed to add "Client Coverage". The amount of the coverage must be \$100,000 or the total amount received by the Subrecipient pursuant to this Agreement, whichever is greater, and must be secured through the term of this Agreement. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage form the Bonding Company or Commercial Crime policy issuer.
- H. **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the Certificate of Insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County.
- I. **Additional Insureds.** The County, its agents, officers, elected officials, and employees all while acting in their official capacity as such, must be named as additional insureds on all insurance, other than Worker's Compensation Insurance and Professional Liability Insurance, required under this Agreement.

The additional insured status must include both ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include “cross-liability” coverage as provided under the standards ISO form “Separation of Insured” clause.

- J. Proof of Insurance.** The Subrecipient shall deliver to the County, prior to the commencement of the work, a Certificate of Insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).
- K. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to County. Any failure to comply with this provision will not affect the insurance coverage provided to County. The 60 days’ notice of cancellation provision shall be physically endorsed on to the policy.
- L. Flood Plain Insurance.** Will be required for any structures built/rehabilitated within the Flood Plain  
☐ Required by County    ☒ Not Required by County
- M. Subcontractor/Subgrantee Insurance.** Subrecipient shall require and verify that all of its Subcontractors or Subgrantees of any tier provide insurance coverage and limits identical to the insurance required of the Subrecipient under this Agreement unless this requirement is expressly modified or waived by the County.
- N. Self-Insurance.** If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A Certification of Self-Insurance shall constitute compliance with the section.
- O. Acceptability of Insurers.** All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the State of Oregon. Insurance is to be placed with a carrier(s) having a Best’s rating of no less than A: VII. Any exception must be approved by the County.
- P. Builders Risk Insurance.** In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.
- i. During the term of this Agreement, for new construction, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk Insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion. The Subrecipient shall or shall require Owner to name Marion County as additional insured under the Builder’s Risk Insurance Policy and any loss shall be adjusted by the Subrecipient, Owner, and County, as their interests may appear. The Property Insurance deductibles will be no more than \$25,000 per occurrence. The Subrecipient shall or shall require the Owner to pay costs not covered because of such deductibles.
  - ii. Insurance-Reconstruction following Casualty
- Q. Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement against loss or damage by fire and such other risks, including earthquake and flood, written on an “All Risk” form on a replacement cost basis, including coverage for loss or damage due to leakage

of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.

- R. Insurance Casualties.** Insurance proceeds - In the event of any loss, damage or casualty which is covered by the insurance described in paragraphs (1) and (2) of subsection M, the parties associated with this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. Proceeds shall be held in trust by the County (including interest earned by the County on such proceeds) for use in accordance with the terms of this Agreement. The parties recognize that insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition or replacement of the same with equivalent or more suitable improvements.
- S. Insured Casualties.** Reconstruction - using such insurance proceeds (set forth in paragraph(II) above, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary: (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/ or improvements on the premises to a qualify and usefulness for the Project described in the application submitted by the Subrecipient for the CDBG funding and the plans associated therewith, at least equivalent to, or more suitable than, the building and or improvements which were damaged.

Further, it shall be an affirmative obligation of the Subrecipient to notify the County within two (2) business days of the cancellation or substantive change of any insurance policy or endorsement required herein, and failure to do so shall constitute a breach of this Agreement.

The County, in its sole discretion, may waive or modify some or all the insurance required in Section 24 of this Agreement. Any such waiver or modification must be approved in writing by the Risk Manager and or Legal in conjunction with other County departments.

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

**25. Subrecipient Status**

Subrecipient shall perform all work under this Agreement as an Independent Contractor. Subrecipient is not an officer, employee, or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the Federal Government for the work covered by this Agreement.

**26. Captions**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

**27. Severability**

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**28. Execution and Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.



**29. Grant Funds**

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

**30. Indemnity**

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, or agents under this Agreement.

Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

**31. Subrecipient Procurements**

Subrecipients are responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable Local, State, and Federal Procurement Laws and Regulations.

**32. Prevailing Wage**

Per Marion County Adopted CDBG Acquisition and Infrastructure Manual the Davis Bacon and Related Acts (DBRA) requires all Contractors and Subcontractors performing work on Federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

Federal Davis-Bacon Prevailing Wage Rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws, the following will apply:

- A.** The prevailing wage rate requirements that may apply to the project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (Federal “Davis-Bacon Act”). If applicable, Subrecipient shall:
- i. Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate Public Works Bonds with the Construction Contractors Board;
  - ii. Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the project; and
  - iii. Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Subrecipient is a “Public Body” and the project is a “Qualified Project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Subrecipient shall require each Contractor in a contract with an estimated cost of \$200,000 or greater to:
    - a. Enter into a Project Labor Agreement that, at a minimum, provides for payment of wages at or above the Prevailing Wage Rate;
    - b. Employ apprentices to perform 15 percent (15%) of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
    - c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent (15%) of total work hours performed by individuals in one or more of those groups; and
    - d. Require any Subcontractor engaged by the Contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the Subcontract has an estimated cost of \$200,000 or greater.
- B.** Subrecipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- C.** Pursuant to ORS 279C.817, Subrecipient may request that the Commissioner of BOLI make a determination about whether the project is a public works on which payment of the Prevailing Wage Rate is required under ORS 279C.840.

**33. Time is of the Essence**

Time is of the essence in the performance of all under this Agreement.

**34. No Limitations on Actions of The County in Exercise of Its Governmental Powers**

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

**35. Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

**36. Merger Clause**

This Agreement and attached exhibits 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, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

**37. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

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

- A.** The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;
- B.** By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient 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 all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- C.** To the best of the undersigned's knowledge, Subrecipient has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- D.** Subrecipient is bound by and shall comply with all requirements, terms and conditions contained in this Agreement; and
- E.** Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

## SIGNATURE PAGE

**SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

### **MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:**

_____	_____
Chair	Date

_____	_____
Commissioner	Date

_____	_____
Commissioner	Date

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

_____	_____
Community Services Director	Date

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

_____	_____
Chief Administrative Officer	Date

Reviewed by Signature: \_\_\_\_\_

_____	_____
Marion County Legal Counsel	Date

Reviewed by Signature: \_\_\_\_\_

_____	_____
Marion County Contracts & Procurement	Date

### **BOYS AND GIRLS CLUB SIGNATURE:**

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

Date \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### FORM A- Project Summary Form

**Project Name:** Public services provided to low-income Marion County youth through the new Epping Homestead Branch of the Boys and Girls Club

**Project Location:** 3805 Lancaster Drive NE Salem, OR 97305

**Project Description:** In October 2022, The Boys & Girls Club of Salem, Marion and Polk Counties opened a new 26,000 square foot clubhouse in a Northeast Salem neighborhood that is plagued with challenges like poverty, food insecurity, and gang violence. The new clubhouse, called the Epping Homestead Boys & Girls Club Branch, will ensure every kid has a place to feel safe, a place to feel connected, a place to belong. The new clubhouse has three key objectives: (1) Club kids will be more successful at school; (2) Club kids will make healthier daily choices; and (3) Club teens will be more college and career ready. The new Clubhouse will serve about 200 youth per day, or about 800 unduplicated youth per year. This project focuses specifically on Healthy Lifestyles programming. Through The Club's Triple Play program, we challenge members to become healthy and active by learning new ways to eat nutritionally, manage stress, maintain physical fitness and form positive relationships with peers. The primary outcomes include gains in social competency, academic proficiency, school performance, and positive attitudes about learning. Secondary outcomes include increased knowledge of how to make positive lifestyle choices. More than 95% of the youth that live within one mile of this clubhouse are low income, as such, we expect the majority of youth to be served to be low-income.

**Grant Funds Requested:**      **Grant:** \$ 210,000

**Loan:** \$ \_\_\_\_\_

**Applicant:**      The Boys and Girls Club of Salem, Marion and Polk Counties

**Address:**      1395 Summer Street NE

**City, State & Zip:**      Salem, OR 97301

**Website:**      www.bgc-salem.org

**DUNS/UEI Number:** 091298711

**Contact Person:**      Anne Carlson, Director of Grants & Project Manager

**Phone Number:**      971-563-6665

**Email Address:**      acarlson@bgc-salem.org

## **2. Project Description**

**The need or problem your project will address and how your project will address the identified need or problem, including project background, project objectives, services to be provided by the project, the populations, or areas to be served, and how CDBG/HOME/ or HOME-ARP funds will be used**

Since 1970, The Boys & Girls Club of Salem, Marion & Polk Counties (The Club) has been on the forefront of youth development, working with youth from disadvantaged economic, social and family circumstances. The Club's mission is "to inspire and enable all youth grades 1-12, especially those who need us most, to realize their full potential as productive, responsible and caring citizens through the development of a positive self-image and self-reliance." The Club focuses on meeting essential needs by providing nutrition, health, dental, and vision care, a safe place and supportive relationships while impacting youth through three core areas: Academic Success; Character and Leadership; and Healthy Lifestyles.

CDBG funds will be used to support The Club's Healthy Lifestyles programming at the Epping Homestead Branch. This 26,000 square foot clubhouse, opened in October 2022, includes a learning lab, arts and innovation station, games room, teen space, a multi-purpose center, gymnasium, and a kitchen. The building is designed to have flexible spaces that meet the needs of the diverse children and teens who will see the Club as their second home. The new Clubhouse is located in Northeast Salem where data shows that the youth in this community are plagued with poverty, poor health outcomes, higher rates of crime and lack of access to services. The new facility will serve as many as 200 kids per day, roughly 800 per year, in grades 1-12.

Local data demonstrates that the need in this neighborhood is significant:

- 3,695 children and teens live within a 1-mile radius of the new Club location.
- More than 95% of youth are below the federal poverty line.
- Over 76% of students in the area are from an underserved student group (vs. 27.4% statewide).
- Over 95% of youth are economically disadvantaged (vs. 49% statewide).

A parking lot is not a playground; NBA2K is not a basketball team; and junk food cannot sustain an active child. But these are the options youth in our community are often faced with.

The Centers for Disease Control and Prevention (CDC) recommends that youth ages 6 to 17 get 60 minutes of physical activity a day, seven days per week. Yet, youth are less physically active than in previous generations, in part due to increased technology and media use that contribute to a more sedentary lifestyle. Only 23% of high schoolers meet these recommendations, with 44% reporting 60 minutes of physical activity five days per week, and 17% reporting no physical activity. The data also shows that participation in physical activity declines as youth approach adulthood, with the number of older teens getting sufficient physical activity steadily declining since 2011. Over 29% of Oregon children and teens are overweight or obese – a 7% increase over 2016. Furthermore, 40% of African American children and teens and 38% of Latino children and teens were overweight or obese.

Regular physical activity is an important part of a healthy lifestyle, offering immediate and short-term health benefits for youth and protecting against long-term chronic health conditions into adulthood. The Club's approach, known as Triple Play, is designed to build the capacity of young people to make informed decisions about their health. Triple Play builds the skills, attitudes, knowledge, and behaviors essential to an overall healthy lifestyle. Healthy eating, physical activity and relationship building are addressed in Healthy Habits, Daily Challenges and Social Recreation. Together, the programs help young people learn to sustain the health of the mind, body and soul.

The program has 3 components:

1. Healthy Habits (“Mind”): Informational and experiential activities in small-group settings that encourage members to develop healthy attitudes and behaviors about eating and physical fitness. Youth are introduced to the Healthy Habits 5210 Daily Challenge (5 fruits & vegetables, 2 or less hours of screen time, 1 hour of physical activity and 0 sweetened beverages). The Club takes a wide-ranging approach to addressing nutrition education and healthy living, including activities like Cooking Club and Garden Club. Community gardens at each of our Clubhouses provide youth with the opportunity to grow, sow and use fruits, herbs and vegetables in Club cooking classes and to share the bounty with their families. This is an especially important and impactful part of the Triple Play program. We strive to incorporate healthy living and active learning into every part of the Club experience.

2. Daily Challenges (“Body”): Sports, fitness and recreation programs are designed to get members up and active through daily challenges, games and tournaments to strengthen their body. Daily Fitness Challenges at The Club give youth the chance to play longer and harder at different games – from jumping rope to soccer to basketball. The Bike Safety Program teaches youth how to ride, road safety, and basic bike maintenance. Members develop positive attitudes toward physical activity and healthy eating to support a lifetime of healthy decisions.

3. Social Recreation (“Soul”): We utilize the Club Games room to teach age-appropriate positive social skills. Youth can play board games, compete in a tournament, or learn a new activity. Social recreation offers opportunities for staff to teach and reinforce social and ethical skills young people need to be successful. The program consists of six thematic units with five sessions each; activities help young people develop healthy relationships with themselves and others, emotional regulation skills, and responsible decision-making skills.

Through environments that are physically and emotionally safe, staff create supportive relationships with youth, opportunities to try new things with high expectations for their success and recognize their growth and effort while also supporting their physical wellness through access to fun physical activities and nutritious meals and snacks.

Opportunities for physical activity and educating youth about the importance of healthy lifestyle choices will improve a child’s self-esteem, school success, nutrition, overall health and prevent obesity. National data shows that youth who participate in the Triple Play program show an increase in physical activity, improved eating habits and improved relationships with their peers.

Over the grant award year:

- 300 youth will participate in Triple Play programs
- Youth will demonstrate an increase in knowledge of healthy habits and the importance of physical fitness, and improved relationships with peers. They will gain confidence and motivation to live a healthier lifestyle through peer to peer interactions while learning about self-efficacy, healthy relationship building, and problem solving.

**How your project will address the identified need or problem in a way or to a degree not already being achieved in the community. Please identify any other similar programs or projects and how your project will add to or improve upon existing services;**

The Club has five decades of experience in improving outcomes for the kids and families who need us most. We strategically locate our Clubhouses in high-need neighborhoods, becoming part of the fabric

of each neighborhood. This strategy eliminates barriers to services and builds trust with youth and families. This project is an ideal investment for CDBG funds to have a long-lasting impact on children in our community by serving more youth through a new Clubhouse located in a majority BIPOC (Black, Indigenous, or Persons of Color) neighborhood and growing our impact club-wide to address the evolving needs of youth right now.

At The Club young people gain autonomy, real-world experiences and a connection to their local community. Providing a safe environment where youth people are engaged and challenged to build and practice their essential skills is where Clubs fill a critical need. The Club takes a whole-child, 360-degree approach to supporting youth.

Marion Polk Food Share is a Salem-area nonprofit that distributes nutritious food for individuals and families to more than 100 local partners, including food pantries and meal sites. While the Marion Polk Food Share focuses on one specific aspect of a child's health, The Club's Triple Play program goes beyond just providing nutritional food to address the needs of youth's minds, bodies, and souls.

Collaborations with the SKSD and Woodburn School District are especially vital as we work to provide intentional support for each individual youth. We work with the districts to find out where the gaps in service are, like meals for students in the summer, and focus on filling those needs.

Local youth sports organizations also provide regular opportunities for physical activity. While participation in youth sports has increased overall in recent years, it has been unequally distributed with high income households participating in sports at a higher rate than low income households. The percentage of youth participating in sports from families making \$100,000 or more a year increased from 86% in 2012 to 90% in 2018. Meanwhile, only 67% of youth from the lowest income bracket (families making \$25,000 or less a year) engaged in sport activities in 2018, a decrease from 76% in 2012. The Club offers access to youth sports to all, regardless of income level.

**The ways in which your project will have a long-term impact on the need or problem being addressed;**

When young people live healthy lifestyles, they are able to make decisions that result in their social, emotional and physical well-being. The Club helps develop a healthier generation through programs, practices and experiences that support overall wellness and enable youth to:

- Build foundational social-emotional skills
- Make healthy choices
- Engage in physical activity

Regular physical activity is an important part of a healthy lifestyle, offering immediate and short-term health benefits for youth and protecting against long-term chronic health conditions into adulthood. The Club gives youth a safe, structured place to play and engage their mind, body and soul in healthy activities.

Studies show that the Triple Play program:

- improves youth nutrition knowledge;
- slows – or prevents – the typical developmental decline in eating healthy foods;
- increases the amount of time youth spend engaged in physical activities and exercise;
- improved the degree to which youth experienced supportive relationships, a sense of physical and emotional safety, and opportunities for skill-building and leadership.



According to BGCA's 2020 National Outcomes report:

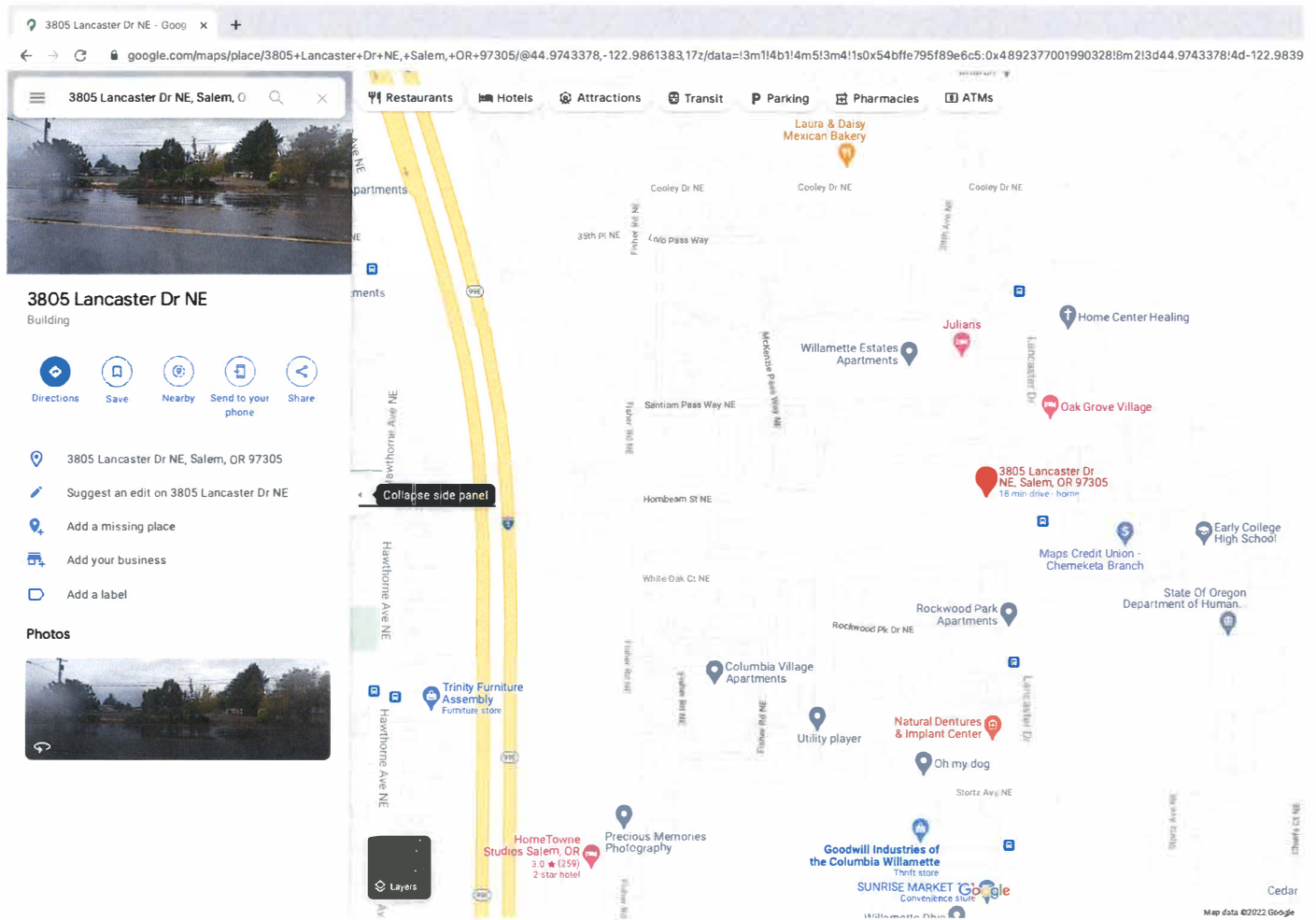
- 51% of Club teens report engaging in regular physical activity five days a week, compared to 44% of teens nationally;
- Club teens are 32% less likely to smoke marijuana or consume alcohol;
- Club teens are 14% more likely to be physically active five or more days per week;
- Eighth graders were twice as likely, and 10th and 12th graders were three times as likely, to have vaped in the past month compared to Club members in those grades;
- Ninth and 12th graders nationally are twice as likely to misuse opioids and 11th graders nationally are three times more likely to misuse opioids as Club teens.

Through the Triple Play experience, we challenge members to become healthy and active by learning new ways to eat nutritionally, manage stress, maintain physical fitness and form positive relationships with peers. In 2023, 100 Club members will participate in Triple Play.

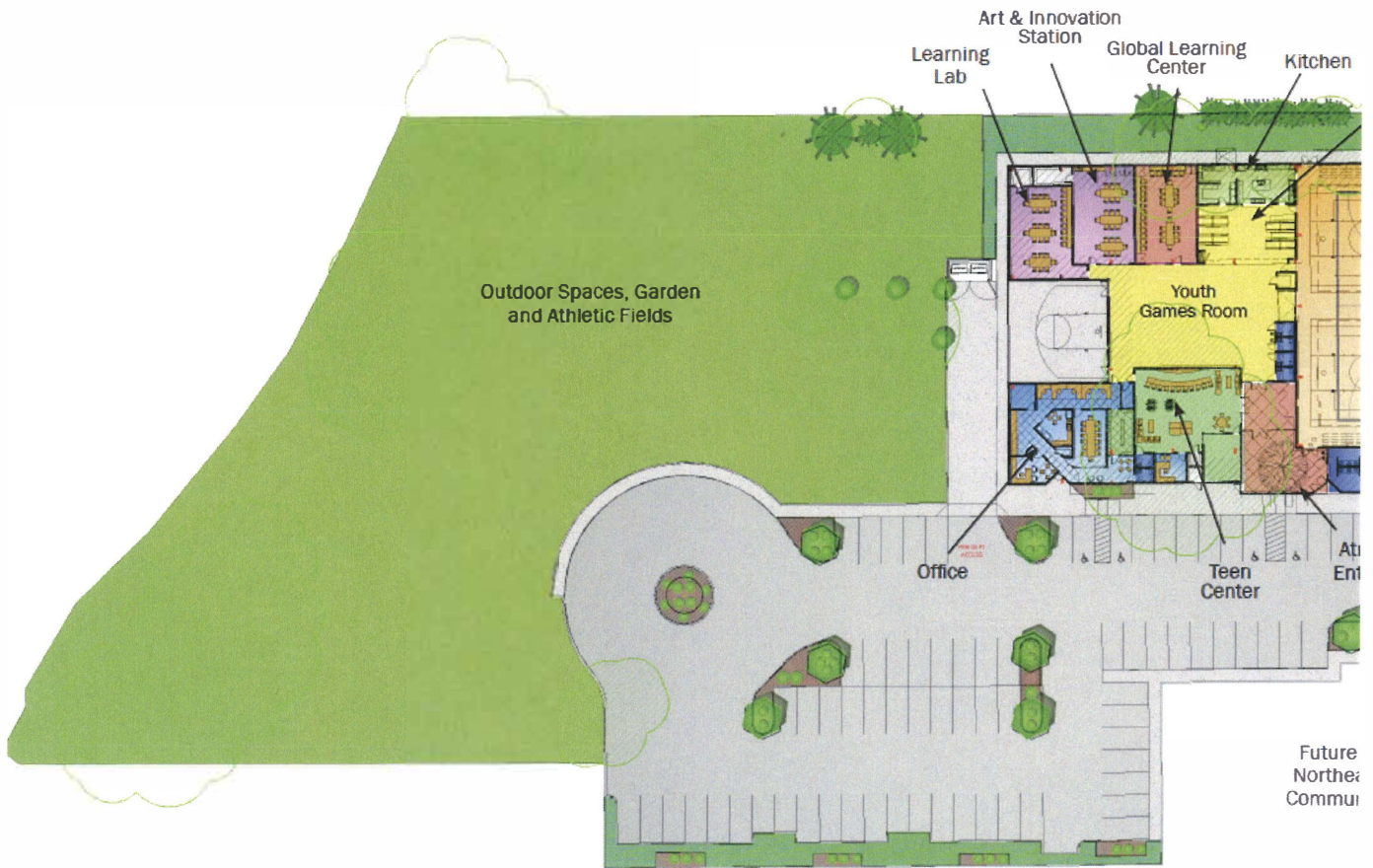
**Please attach a map showing the project's location. If the project will serve a specific area, the boundaries of the area served should be shown. If the project involves a specific site or a physical structure, include details about the site or structure, such as the size of the site, the floor area, the number and size of the residential units, the project amenities, the condition of any existing structures, and any proposed alterations to the site or structures.**

# Map of 3805 Lancaster Dr. NE, Salem, Oregon 97305

## Location of the new Epping Homestead Branch of the Boys & Girls Club



# Proposed Plan Drawing of the Epping Homestead Branch of the Boys & Girls Club of Salem, Marion



### **3. Project Readiness**

**A detailed work program and timeline, including the anticipated start date and completion date for the project, and a list of tasks with estimated start and completion dates for each task;**

Triple Play runs year-round.

Over the grant period, youth will engage in weekly Healthy Habits classes and increase their knowledge of healthy lifestyle choices. Daily Fitness Challenges give youth the chance to play longer and harder at different games.

Our Bike Program is a summer program where youth learn to ride a bike and explore their community on group bike rides. The program focuses on intentionally teaching bike education so kids are able to ride a bike safely in the neighborhoods and on bike paths. Learning to ride a bike at a young age builds character, confidence and a life-long skill.

Social recreation utilizes the Gamesroom and other Club areas to teach and reinforce social and ethical skills young people need to be successful. Youth participate in weekly social-emotional activities covering sportsmanship, self-efficacy, confidence, and motivation.

**A description of the agency's readiness to proceed with the project, including when potential sources of funding and/or additional staff will be secured.**

The Club is an affiliate of the Boys & Girls Club of America (BGCA) – one of the most trusted youth development organizations in the country. The Club takes BGCA's proven youth development program models and implements them to meet the needs of our local youth.

The Club has sustained the Triple Play Program since its inception in 2017. The majority of funds for this program come from corporate sponsors and individual donors. We currently have funding committed for this program from the Nike Community Impact Fund and Salem Health. The Club will continue to reach out to donors, foundations and corporations as well as advocate for increased resources from the government so that we can keep our programs accessible and affordable for underserved populations.

The Club's Triple Play program is staffed by trained Youth Development Professionals and supported by The Club's Senior Elementary Program and Athletics Director. We recently hired a Program Support Specialist who will implement the Triple Play curriculum at all Clubhouses while ensuring participation goals are met. They will assist with programs and activities in the areas of Sports, Fitness & Recreation, and Health & Life Skills. This role is key in meeting our objectives, as they also maintain close relationships with Club staff and monitor work assigned to program volunteers and staff, providing ongoing feedback and regular appraisal. This position is overseen by our Senior Elementary Program and Athletics Director, who also devotes a portion of their time to implementing and evaluating the Triple Play program.

Triple Play outcomes are measured by the amount of time members are engaged in physical activity and their increased knowledge in healthy lifestyle choices. In order to measure the effectiveness of Healthy Habits classes, we administer quarterly pre- and post-program surveys. The Club's Athletics and Recreation Coordinator tracks the progress of the program using BGCA's proprietary software program.

Because The Club participates in ongoing evaluation of our programs and services through BGCA National Youth Outcomes Indicator survey, we have timely data that shows us if The Club is achieving the desired outcomes. This survey is completed in spring and available by summer of the same year. This data empowers us to make adjustments as needed and seek guidance from BGCA if our programming is less successful than our peers nationwide.

**FORM B - Budget Form**Project Budget: \$743,788Other Public Funds: \$62,500Private Funds: \$471,288Remaining Project Total: \$210,000Funds Request: \$210,000Total Other Public Funds: \$62,500

Source	Secured	Committed	Applied For	Use of Funds
Oregon Department of Education			X	

Total Other Private Funds: \$471,288

Source	Secured	Committed	Applied For	Use of Funds
Larry & Jeanette Epping Family Foundation	X			
Collins Foundation			X	
Oregon Community Foundation			X	

**Description whether you are requesting funds as a loan vs. a grant:**

The Boys & Girls Club is a 501c3 nonprofit organization and all of our services are available for a \$25 annual membership fee (waived if needed). With no significant earned income revenue, The Club does not take out loans if at all possible. Instead we raise funds from donors, foundations and government grants so that we can provide services to the kids who need us most without the burden of servicing debt.

**Description of the assumptions used to determine the total project cost and the operating budget, including the sources consulted and how costs were determined:**

The Epping Homestead Branch of the Boys & Girls Club operating budget was determined by examining the operating budgets of our other Clubhouses and adjusting for the number of youth to be served, the number of staff needed, and expected utility and supply costs. The Club has been in operation for over 52 years and has an excellent ability to project operational costs for this new clubhouse.

**A brief description of your agency's plan for funding the project after the first year, if applicable:**

Overall, The Club is in a strong financial position. We have over \$16,000,000 in assets and our annual \$4,341,074 operating budget comes from diverse revenue streams including 43% from foundation and

government grants, 18% from contributions, 14% from special events, 13% other revenue sources, 6% contracts, and 6% from membership dues. We ended the 2021 fiscal year with a surplus and expect to have a surplus in 2022 as well.

In order to sustain funding for this work, The Club will continue to reach out to individual donors, foundations, and corporations as well as advocate for increased resources from the government.

**Statement regarding your agency's ability to proceed with the project without your requested CDBG funds, or with a CDBG award less than your requested amount:**

This project will proceed even without CDBG funds or if CDBG awards less than requested. We will continue to raise funds from the community to ensure the clubhouse remains open for generations to come.

## **EXHIBIT B**

### **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in



connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(O) See § 200.323 Procurement of recovered materials.

(P) Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office (“GAO”), U.S. Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

(Q) Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

(R) Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the Federal funding.

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of \$100,000 or more when the recipient received a total of \$200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with CDBG must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

## **EXHIBIT B**

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

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i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

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iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

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Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office (“GAO”), U.S. Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

(Q) Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

(R) Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the Federal funding.

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of \$100,000 or more when the recipient received a total of \$200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with CDBG must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



Exhibit C – Federal Funding Information For Subrecipients  
As Required By 2 CFR 200.331(a)<sup>1</sup>

<b>1. Federal Award Identification</b>	
(i) Subrecipient Name:	Boys and Girls Club Salem
(ii) Unique Entity ID #:	KX53EW6RUL37
(iii) Federal Award Identification Number (FAIN):	117825696
(iv) Federal Award Date:	7/1/2023
(v) Subaward Period of Performance (Start & End Date):	July 1, 2023-June 30, 2026
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	\$111,932
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal Award committed to Subrecipient by PTE	\$111,932
(vii) Federal Award Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	U.S Housing & Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Colm Willis, Kevin Cameron, Danielle Bethell
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.218
b) Program Name:	CDBG
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	N/A
<b>2. Subrecipient Indirect Cost Rate</b>	
Indirect cost rate passed through to subrecipient:	N/A
<b>3. Additional Requirements or Comments (if any)</b>	
<i>Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark N/A.</i>	
<p><sup>1</sup>Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).</p>	

**Exhibit D**

**Federal Funding Accountability and Transparency Act (FFATA) Certification\***

**Organization Name:** Boys and Girls Club of Salem, Marion, and Polk Counties **CMS Number:** CS-5800-23

**Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?**

☐ Yes (Skip questions "A" and "B" and finish the certification)

☒ No (Proceed to questions "A" and "B")

**A. Certification Regarding and Amount of Annual Gross Revenue from Federal Awards**

Did your organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

☐ Yes If "Yes," proceed to question "B".

☒ No If "No," skip question "B" and finish the certification.

**B. Certification Regarding Public Access to Compensation Information**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes If "Yes," where can this information be accessed? Boys & Girls Club of Salem, Marion & Polk Counties Form 990

☐ No If "No," you must provide the names and total compensation of the top five highly compensated executives below. (For example John Blum: \$500,000; Mary Redd: \$50,000; etc.).

1	_____	\$	_____
2	_____	\$	_____
3	_____	\$	_____
4	_____	\$	_____
5	_____	\$	_____

*As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.*

Sue Bloom  
Print Name of Authorized Representative

CEO  
Print Title of Authorized Representative

Sue Bloom  
Signature of Authorized Representative

12/6/23  
Date

## **Exhibit D**

### **Federal Funding Accountability and Transparency Act (FFATA) Certification (cont.)**

#### **Background on FFATA Requirements**

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

#### **Definition of Compensation**

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

## **Exhibit F**

### **Section 3 of the Housing and Community Development Act**

(Applicable to contracts/subcontracts of \$100,000 or more and when the funding recipient has received \$200,000 or more in CDBG and/or other Federal funding)

- A. If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b).

## **Exhibit G**

### **Fair Housing and Accessibility Requirements and Guidelines for Projects Receiving CDBG Funding**

A broad and diverse range of building types, whether new, existing, or altered, must comply with at least some for the Federal or Oregon laws mandating accessibility for people with disabilities. The different laws and standards that contain accessibility requirements apply to different types of buildings, different building uses, different building ownerships or possession, different building funding, and different points in a building's life. Different sets of accessibility-related nondiscrimination requirements apply to the CDBG program: the Architectural Barriers Act, the Fair Housing Act, and the Americans with Disabilities Act (ADA), and Section 504. It is important to note that these requirements are not necessarily addressed in the building code.

#### **The Architectural Barriers Act**

The Architectural Barriers Act of 1968 requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility, including a residential structure, designed, constructed, or altered with CDBG funds after December 11, 1995, and that meets the definition of a "building" (as defined below) is subject to the requirements of the Architectural Barriers Act as it is implemented through the Uniform Federal Accessibility (UFAS) (24 CFR Part 40 and 41 CFR Part 101). Your project architect should be familiar with the Uniform Federal Accessibility Standards.

**Building:** The term "building" means any building or facility (other than (A) a privately owned residential structure not leased by the Government for subsidized housing programs and (B) any building or facility on a military installation designed and constructed primarily for use by able bodied military personnel) the intended use for which either shall require that such building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped person, which building or facility is:

- 1) To be constructed or altered by or on behalf of the United States
- 2) To be leased in whole or in part by the United States after August 12, 1968; or
- 3) To be financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if such building or facility is subject to standards for design construction, or alteration issued under authority of the law authorizing such grant or loan.

#### **The Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

CDBG applicants/recipients should alert their project architects that the provisions of the Architectural Barriers Act, the Fair Housing Act and the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

### **Section 504**

HUD's regulations implementing Section 504 in Federally assisted programs, services and activities are codified at 24 CFR Part 8. HUD's regulations at 24 CFR Part 8 apply to all applicants for, and recipients of, HUD financial assistance in the operation of programs or activities receiving such assistance.

#### **Section 504 states:**

"No otherwise qualified individual with disability in the United States...shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

HUD's Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities including walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such impairment.

A person who meets the above definition, and who is otherwise qualified for the program, service or activity, is covered under Section 504. To be otherwise qualified means the individual meets the essential eligibility requirements, including, for example, requirements for tenancy if the program is a housing program.

Section 504 covers all programs, services and recipients of HUD financial assistance including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Employment policies and practices

#### **Section 504 Prohibitions Against Discrimination:**

- Denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service.
- Failing to afford a qualified individual with disabilities the opportunity for equal participation and benefit.

- Failing to provide a qualified individual with disabilities a program or service that affords the same opportunity to benefit as afforded others.
- Providing different or separate housing, aid, benefits, or services on the basis of disability unless providing such is necessary to provide housing or benefits that are as effective as that provide to persons without disabilities.
- Providing significant assistance to an agency, organization or person that discriminates on the basis of disability in any aspect of a Federally assisted activity.
- Denying a qualified individual with disabilities the opportunity to participate as a member of planning or advisory boards.
- Denying a dwelling to an otherwise qualified buyer or renter because of a disability of that buyer or renter or another prospective tenant.
- Limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others.
- Providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate, segregated, or restricted.

*Recipients' Responsibilities under Section 504:*

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. (24 CFR 8.6)
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions, and dismissals, do not discriminate on the basis of disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate on the basis of disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards (24 CFR 8.21)
- Operate existing housing programs in a manner that does not discriminate on the basis of disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. (24 CFR 8.24)
- Provide reasonable accommodations which may be necessary for a person with disability to use or participate in the program, service, or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service, or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwelling, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. (24 CFR 8.2, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33)
- Pay for a reasonable accommodation needed by the individual (e.g. a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. (24 CFR 8.4, 8.22, 8.20, 8.21, 8.24, 8.25, 8.33)



- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities and meets the requirements of applicable accessibility standards. (24 CFR 8.22 and 8.32)
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction (24 CFR 8.23(a)) Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards (24 CFR 8.23(b))
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. (24 CFR 8.25)
- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. (24 CFR 8.26)
- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units (24 CFR 8.27)
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations (24 CFR 8.51)
- Recipients with 15 or more employees must designate an employee to ensure the recipients programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. (24 CFR 8.53)
- Recipients must maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is file, or if HUD conducts a compliance review (24 CFR 8.55)

### **The Fair Housing Act**

The Federal Fair Housing Act makes it illegal for landlords, managers, home owners, real estate agents, mortgage brokers lenders, banks and others to discriminate against anyone on the basis of:

- |                               |                                                   |
|-------------------------------|---------------------------------------------------|
| • Race                        | • Family Status (families with children under 18) |
| • Color                       | • Physical or Mental Disability                   |
| • National Origin & Ethnicity | • Sex & Gender                                    |
| • Religion                    |                                                   |

State Protected Classes Include:

- |                                                 |                                  |
|-------------------------------------------------|----------------------------------|
| • Marital Status                                | • Survivors of domestic violence |
| • Legal sources of income (except Section 8)    |                                  |
| • Sexual orientation including gender identity  |                                  |
| • Honorably discharged veterans/military status |                                  |

Local jurisdictions may have additional protected classes that you should be aware of. Multi-family dwellings consisting of four or more units, first occupied after March 13, 1991, must also meet the design and construction requirements of the Fair Housing Act.

Multifamily dwellings must be designed and constructed so that at least one building entrance is located on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

Multifamily dwellings with a building entrance on an accessible route will be designed and constructed so that:

- 1) The public and common use areas are readily accessible to and usable by handicapped persons;
- 2) The doors are designed to allow passage into and within the common areas are sufficiently wide to allow passage by handicapped persons in wheelchairs; and

All the covered (accessible) dwelling units contain the following features of adaptable design:

- 1) An accessible route into and through the covered (accessible) dwelling unit
- 2) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
- 3) Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, stall, and shower seat, where such facilities are provided; and
- 4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space

### **Oregon Accessibility Laws**

The State of Oregon has its own laws addressing certain aspects of accessibility:

- ORS 447.210 et seq., as originally enacted in 1971, applied only to government buildings, and incorporated only some of the then current ANSI A117.1 criteria. In subsequent years, the legislature extended the reach and breadth of the law. Current Oregon law is very broad, and even extends the reach of the ADA accessibility standards beyond those covered by the Federal law to include certain private educational facilities, “private membership clubs, and churches” when located in buildings of two stories or more which are either: a) over 4,000 square feet in ground floor area; or b over 20 feet in height
- ORS 447.233 contains explicit numerical requirements for accessible parking spaces and related signage, dimensional requirements, and access spaces
- ORS 456.506 et seq., passed in 2003, adopted most of the accessibility criteria of the FHA and mandated they be included in all new non-owner-occupied housing, even single units, if those units were financed or subsidized in any way by state or Federal funds, guarantees, or tax credits.
- ORS 701.525 et seq., passed in 2005, requires the Oregon Construction Contractors Board (“CCB”) to adopt by rule a model list of accessibility features those developers of

residential housing may provide to customers purchasing new residential housing from the developer.

- ORS 447.231 mandates that the OSSC include the requirements of the ADA and FHA. Oregon's Building Codes Division ("BCD") has incorporated the 1.) current ADAAG standards; 2.) Fair Housing Accessibility Guidelines; and 3.) other Oregon laws, into the OSSC
- The current OSSC is based on the IBC, but it does not incorporate the most recent version of ICC/ANSI A117.1. Although that most recent version is part of the current IBC model code, the OSSC instead relies on the previous A117.1 standard. The OSSC has hesitated because the new A117.1 contains revisions proposed to Federal Accessibility Guidelines that have not yet been approved and adopted by the Access Board.

Rather, in order to comply with Oregon law, and to incorporate these three distinct standards into OSSC, BCD wrote a custom accessibility code unique to the OSSC. Chapter 11 of the OSSC is devoted completely to accessibility. It is important to remember that most of the laws mandating accessibility are Federal laws. While Chapter 11 incorporates the literal provisions of some of these laws, the ultimate authority for interpreting the meaning and consequence of Federal laws remains with those Federal agencies charged with their enforcement.

Consequently, approval of project plans or inspection of actual construction by Oregon building officials is limited to compliance with OSSC, including Chapter 11. Building designers and construction contractors (and building owners) must independently consider Federal accessibility law and Federal agencies; interpretations of accessibility standards based on Federal accessibility laws.

CDBG applicants/recipients should alert their architects that the provisions of Section 504, the Fair Housing Act, and/or the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

## **Exhibit H**

### **Community Development Block Grant (CDBG) Monitoring Procedure**

The procedures outlined in this exhibit are designed specifically to monitoring of Community Development Block Grant (CDBG) funds from Marion County's CDBG program.

Through on site and desk monitoring, the reviewer can determine whether the program participant's performance meets CDBG program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements
- Verify the accuracy of the program participant's record; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

### **Eligibility and National Objective Compliance Criteria**

The specific categories of eligible activities under which an activity may be carried out by a program participant using CDBG funds are found at 24 CFR 570.201 through 24 570.206. The criteria for determining whether an activity addresses one or more of the three national objectives are found at 24 CFR 570.208.

### **Documentation**

As described in the CDBG regulations at 24 CFR 570.200(a), each Sponsor is required to maintain records that fully describe the assisted activity, including related financial and eligibility information, typically to show that the project funded with CDBG funding is benefiting low- and moderate-income individuals. The required documentation that must be maintained by the program participant is described at 24 CFR 570.506(a) and (c) for eligibility and at 24 CFR 570.506(b) for national objectives.

### **Approach to Monitoring**

Marion County views monitoring not as a once a year or periodic exercise, but as an ongoing process involving continuous communication and evaluation. Such a process involves frequent telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of the Community Services Division staff to keep fully informed concerning Sponsors compliance with program requirements and the extent to which technical assistance is needed.

The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce Sponsor performance. As part of this process the Community Services Division staff must be alert for fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiency in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

The Community Services Division staff shall conduct monitoring when projects are complete, with a few exceptions. The Community Development Services staff will revise the Monitoring Checklist annually to determine which are to be monitored. The Program Manager will be provided a copy of the monitoring schedule. Past practice has been to monitor all Sponsors who have spent funds since last year, but in years where there may be too many projects to monitor, staff will use their discretion to implement a method to calculate those projects that may be more vulnerable and require monitoring more than others.

### **Monitoring Standards**

Because it is not always possible that the Community Services Division staff will be able to monitor all the program participant's activities, projects and/or functions, or even review activities in a specific area spanning a participant's entire program year, random sampling is generally expected to form the basis for drawing conclusions about the program participant's performance. Staff may choose to take a sufficient sample of projects to be monitored based on a "risk" calculation to determine a sampling of units to be monitored. In certain instances, however, non-random sample will be the more efficient method to use. Such cases include activities that have only a few projects to review, any activities with unresolved problems remaining from previous monitoring visits, any new types of activities being undertaken, and/or activities considered high risk. Note that any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further follow-up.

All new competitively funded CDBG projects contracted in a given fiscal year will be monitored at least once. Public service projects will be monitored sometime in the fall, although delays are acceptable in order to accommodate staff capacity issues.

Public Facility and infrastructure projects will be monitored towards/at completion of the project-one time only.

Multi-year public service projects will be monitored annually (after first year's monitoring) if any of the following applies:

- Had findings/concerns in last year's OCD monitoring
- Had findings in last completed 2 CFR 200 audit concerning CDBG funding
- Agency is less than 5 years old
- Agency is a first time Marion County CDBG recipient
- Staff determines that the complexity of project necessitates annual monitoring

The Community Development Division staff may decide to monitor a Sponsor more often as needed. The Community Development Division staff may also elect to monitor multiyear public service contracts every other year if all the following apply:

- Sponsor had no findings/concerns in last year's monitoring
- Had no findings in last completed 2 CFR 200 audit concerning CDBG funding (only if applicable-sometimes 2 CFR 200 not required)
- Is an agency more than 5 years old
- Has received CDBG funding in consecutive funding years
- Project scope has not changed
- Desk audits of voucher requests reveal no concerns

### **On-Site Monitoring Procedure**

The Community Development Division staff will call to set up an agreed upon time with Agency and follow-up with boilerplate letter and include the monitoring checklist to inform the agency being monitored about what staff will be looking at. The monitoring checklist will be filled out by the Community Development Division staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for OCD staff's review. The Community Development Division staff will complete this form during the monitoring visit.

Prior to the monitoring visit, the agency should send a letter certifying that Federal funding did or did not trigger the 2 CFR 200 audit requirements. A sample template to be used to compose this letter is contained at the end of this section. This letter should be signed by their Chief Financial Officer or Executive Director and returned to the Community Development Division staff prior to or no later than at the monitoring visit. Staff will also request a copy of the most recent financial audit, if applicable.

Once a copy of an audit from an agency is obtained, the Community Development Division staff will review the audit for any findings and record it in a Federal tracking database. When possible, where Salem and the County have the same project with an agency, it would be preferred to coordinate monitoring visits to lessen the burden on the agency, to share methods for monitoring, to communicate same messages, etc.

### **2 CFR 200 Audit Responsibilities**

All sponsors that expend \$750,000 or more in Federal funds in a year must meet the audit requirements as specified in OMB Circular 2 CFR 200. Additionally, all financial transactions with CDBG monies are subject to Federal audit. Each sponsor is required to permit independent auditors access to the records and financial statements at least once a year, or not less frequently than every two (2) years. Sponsors must be prepared to explain how transactions were made, why, and be able to account for any funds expended.

During an audit, the auditor will examine records to ascertain if:

1. Funds are properly budgeted and approved;
2. Budget revisions have been documented and approved;

3. Personnel charges are properly allocated to the block grant and based on payroll documents such as time and attendance records;
4. All expenditures can be traced to source documents (i.e., purchase orders, invoices, canceled checks);
5. Drawdowns have been timely;
6. Only allowable activities have been claimed as costs toward the project;
7. The sponsor's accounting system reflects all assets, liabilities, etc.;
8. Property has been managed and inventoried properly;
9. In-kind costs and costs billed to other funds are clearly documented; and,
10. If there are billings for indirect costs, a Federally approved indirect rate and allocation plan have been approved by HUD through OCD prior to the expenditure of any CDBG funds.

In addition, the auditor will ascertain if the sponsor's program has been accomplished in the manner set out in the application and/or the contract with the County.

Please note that in order for the Marion County CDBG Program to comply with Federal Regulations, Marion County Board of Commissioners strongly encourages all grant recipients to pursue the timely expenditure of their awarded funds.