

Contract Review Sheet

Grant Agreement

CS-7083-26

Title: CDBG 2026 Subrecipient Agreement - City of Woodburn

Contractor's Name: City of Woodburn

Department: Community and Economic Development Department Contact: Ashley Jackson

Analyst: Kathleen George Phone #: (503) 584-7722

Term - Date From: July 1, 2026 Expires: June 30, 2028

Original Contract Amount: \$ 250,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 250,000.00 Amd% 0%

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

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

Description of Services or Grant Award

This funding is to support the purchase of commercial kitchen fixtures and community event facility fixtures for the recently reconstructed community center.

Desired BOC Session Date:	<u>10 /28 /2026</u>	Contract should be in DocuSign by:	<u>10 /7 /2026</u>
Agenda Planning Date	<u>10 /15 /2026</u>	Printed packets due in Finance:	<u>10/13/2026</u>
Management Update	<u>10 /13 /2026</u>	BOC upload / Board Session email:	<u>10/14/2026</u>
BOC Session Presenter(s)	<u>Steve Dickey</u>	Code:	<u>Y</u>

REQUIRED APPROVALS

	<u>09/23/2026</u>		<u>09/23/2026</u>
Finance - Contracts	Date	Contract Specialist	Date
	<u>09/24/2026</u>	 Jan Fritz (Sep 24, 2026 13:57:15 PDT)	<u>09/24/2026</u>
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/28/2026

Department: Community and Economic Development ☐

Title:

Subrecipient City of Woodburn

Management Update/Work Session Date: 10/13/2026 Audio/Visual aids ☐

Time Required: 5 Contact: Steve Dickey Phone: 503-373-4334

Requested Action:

Consider approval of an agreement with the City of Woodburn for \$250,000 to support the recently reconstructed community center with commercial kitchen fixtures and community event facility fixtures.

Issue, Description
& Background:

North Marion County currently lacks accessible commercial kitchen facilities and event spaces capable of accommodating more than 50 people. This project directly addresses that regional shortage. The new Community Center will offer both a large, flexible event space and a community-use kitchen, making it a centralized hub for public programming, trainings, community meals, and nonprofit services.

Financial Impacts:

No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$1,476,538. Sub-award: City of Woodburn \$250,000.

Impacts to Department
& External Agencies:

The approval of this agreement will provide funding to help support the purchase of commercial kitchen fixtures and community event facility fixtures for the recently reconstructed community center.

List of attachments:

Agreement CS-7083-26

Presenter:

Steve Dickey

Department Head
Signature:

Kelli Wess

REQUEST FOR AUTHORIZATION OF CONTRACT

CS-7083-26

Date: 8/4/2026
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Jackson

I. **Subject:** Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with City of Woodburn for CDBG 2026 Subrecipient Agreement - City of Woodburn with a value of \$250,000.00 and will be effective retroactive to 7/1/2026 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1st through June 30th. However, the federal fiscal year is from October 1st through September 30th thus creating a delay in the accessibility of funds available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began.

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:



Ashley Jackson
Community and Economic Development
Department

Reviewed by:



Contracts & Procurement

Acknowledged by:



Kelli Weese (Sep 23, 2026 10:50:14 PDT)
Department Head

Acknowledged by:



Jan Fritz (Sep 24, 2026 13:57:15 PDT)
Jan Fritz, CAO

**MARION COUNTY
SUBRECIPIENT AGREEMENT
CS-7083-26**

*2026 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 **City of Woodburn**, hereinafter referred to as "Subrecipient".

Recitals

WHEREAS County is the recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and
WHEREAS County has determined that Subrecipient will carry out the activity described in Exhibit A, subject to the terms and conditions of this Agreement; and
WHEREAS County has agreed to provide CDBG funds to Subrecipient in an amount not to exceed \$250,000, subject to the terms of this Agreement.

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 into this Agreement by reference. However, the Recitals do not modify or limit the express terms of this Agreement. If there is any conflict between the terms of this Agreement and any exhibit, the terms of this Agreement will control unless this Agreement expressly provides otherwise. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A (Project Scope, Budget and Schedule)
- B. Exhibit B (Federal Award Information)
- C. Exhibit C (General Federal Requirements)
- D. Exhibit D (Security and Period of Compliance Requirements)
- E. Exhibit E (Fair Housing and Accessibility Requirements)
- F. Exhibit F (Section 3 HUD Act of 1968 Requirements)

2. Term of Agreement

This Agreement is effective on July 1, 2026 and terminates on June 30, 2028, unless earlier terminated or extended in writing. Unless otherwise approved in writing by County, all costs for reimbursement under this Agreement must be incurred on or after the effective date and before the termination date. Final reimbursement requests must be submitted no later than 60 days after termination date. If the funded activity is subject to any continued use, national objective, or period-of-compliance requirement, Subrecipient shall continue to operate or use the assisted activity in accordance with those requirements for the period stated in this Agreement or in the applicable security documents.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, which contains the project scope, budget, and schedule 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 the County.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Two-hundred and fifty thousand dollars \$250,000 (the “Grant”) for eligible program costs and activities as described in Exhibit A and authorized by this agreement. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County.

Subrecipient shall submit reimbursement documentation in the form required by County and shall submit performance reports, closeout reports, and any other information reasonably requested by County concerning the funded activity.

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. Subrecipient shall limit each request for funds to eligible, allowable, and properly documented costs actually incurred for the Work, consistent with applicable Federal cash management requirements. 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 including supporting documentation shall be submitted to the CDBG/HOME Program Manager.

Invoices for reimbursement should be submitted quarterly no more than 45 days following the end of the quarter as outlined below or following the signature date of this agreement for timely processing.

Construction, renovation and acquisition projects may submit invoices as costs are incurred.

- 1) July 1-September 30
- 2) October 1-December 31
- 3) January 1-March 31
- 4) April 1-June 30-Submit expenses for this time period **as soon as possible** after June 30, but no later than July 31

Invoices for reimbursement along with supporting documentation should be submitted to all three of the following email addresses: sdickey@co.marion.or.us, sroberts@co.marion.or.us, csreporting@co.marion.or.us

7. Supporting Documentation for Reimbursement Requests

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.

8. Program Income

Subrecipient shall promptly notify County of any actual or anticipated program income, as that term is used in the CDBG regulations. Unless expressly authorized in writing by County, Subrecipient shall remit all program income to County. If County authorizes Subrecipient to retain program income, such program income shall be used only for the activities specified by County in writing, and all provisions of this Agreement shall apply to those activities.

9. Allowable/Unallowable Costs - Lobbying 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.

10. Environmental Review

Subrecipient shall not commit or expend CDBG funds, non-CDBG funds, or undertake any choice-limiting action for any activity requiring environmental review until County has completed the applicable environmental review process and, if required, HUD has approved the release of funds. Subrecipient shall comply with all environmental conditions and mitigation measures applicable to the activity.

11. Civil Rights and Nondiscrimination

Subrecipient shall comply with all applicable federal, state, and local civil rights, fair housing, and nondiscrimination laws and regulations in carrying out the Work including, but not limited to Title VI of the Civil Rights Act, 28 CFR Part 42, Subpart C and ORS 659A. Subrecipient shall not, on the basis of race, color, national origin, religion, sex, age, disability, familial status, or other protected status under applicable law, exclude any person from participation in, deny any person the benefits of, or otherwise subject any person to discrimination under any program or activity funded in whole or in part under this Agreement. Subrecipient shall require its contractors and subcontractors, as applicable, to comply with this requirement.

12. Conflict of Interest

Subrecipient shall maintain written standards of conduct and conflict-of-interest policies consistent with applicable federal requirements, including 2 CFR 200.112, 2 CFR 200.318(c), and, where applicable, 24 CFR 570.611. Subrecipient shall promptly disclose in writing to County any actual, apparent, or potential conflict of interest involving this Agreement or the funded activity.

13. Debarment and Suspension

Subrecipient shall not make any award, contract, subcontract, or other covered transaction under this Agreement to any person or entity that is suspended, debarred, or otherwise ineligible to participate in Federal assistance programs, where such award is prohibited by applicable law. Subrecipient shall comply with applicable debarment and suspension requirements and shall require its contractors and subcontractors, as applicable, to do the same.

14. Religious and Political Activities

Subrecipient shall use Grant funds only for eligible activities authorized under this Agreement. Grant funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization, or for political activities prohibited by applicable law. Subrecipient shall ensure that any religious activities

conducted by the organization are offered separately, in time or location, from activities supported with Grant funds and are voluntary for program participants.

15. Federal Reporting Information

Subrecipient shall timely provide any UEI, SAM registration information, executive compensation information if applicable, and any other organizational, ownership, or award-related information reasonably requested by County for purposes of federal reporting, subaward administration, risk assessment, or compliance.

16. Build America, Buy America

If applicable to the funded activity, Subrecipient shall comply with the Build America, Buy America Act and any applicable HUD regulations, notices, waivers, and guidance including but not limited to 2 CFR Parts 184 and 200.

17. 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's 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") to carry out the Project. To the extent permitted by law, Subrecipient shall take all reasonable steps to require each Contractor that is not a unit of local government, as defined in ORS 190.003, to defend, indemnify, save, and hold harmless the County and its officers, employees, and agents from and against any and all claims, actions, liabilities, damages, losses, and expenses arising out of 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 the Contractor or the Contractor's officers, agents, employees, or subcontractors ("Claims").

It is the intent of the parties that the County be indemnified by the Contractor against all such Claims, except to the extent a Claim arises solely from the negligent or willful acts or omissions of the County.

- F. Subrecipient shall include in its procurement and contract documents all federal provisions and other requirements applicable to the activity, including those reflected in the applicable exhibits to this Agreement, and shall require contractors and subcontractors to comply with those requirements.

18. Procurement Outreach to Small / Minority / Women / Veteran / Labor Surplus Firms

In conducting procurements under this Agreement, Subrecipient shall take all necessary affirmative steps required by applicable federal law to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such steps include placing qualified firms on solicitation lists, assuring that such firms are solicited whenever they are potential sources, dividing total requirements into smaller tasks or quantities when economically feasible, establishing delivery schedules that encourage participation by such firms when practicable, and using the services and assistance of appropriate business assistance organizations.

19. Construction-Specific Requirements

If the Work includes construction, rehabilitation, installation of public improvements, or other physical improvements, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal, state, and local requirements governing such activities, including the requirements set forth below.

20. Equal Opportunity in Construction Contracts

If the Work includes construction or rehabilitation contracts, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal and state equal employment opportunity and nondiscrimination requirements. Subrecipient shall include in applicable bid documents and construction contracts any equal opportunity provisions required by law or by County.

21. Prevailing Wage / Labor Standards

If the Work is subject to federal Davis-Bacon labor standards, Oregon prevailing wage requirements, or both, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable labor standards requirements. Subrecipient shall include the required labor standards provisions in applicable solicitations and contracts and shall maintain all records required to document compliance.

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:
- 1) 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;
 - 2) 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

3) 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 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

22. Section 3 of the HUD Act of 1968

If Section 3 applies to the Work, Subrecipient shall comply with 24 CFR Part 75 and shall require applicable contractors and subcontractors to comply. Subrecipient shall include required Section 3 provisions in applicable procurement and contract documents and shall maintain records sufficient to document compliance.

23. Lead-Based Paint

If the Work involves applicable pre-1978 housing or child-occupied facilities, Subrecipient shall comply, and shall require its contractors and subcontractors to comply, with all applicable federal lead-based paint requirements, including evaluation, treatment, notices, clearance, and ongoing maintenance requirements where applicable.

24. Building Codes, Permits, and Standards

Subrecipient shall obtain, and shall require its contractors and subcontractors to obtain, all permits, licenses, inspections, and approvals required for the Work. Subrecipient shall ensure that all work is performed in compliance with applicable federal, state, and local laws, ordinances, codes, and standards.

25. Real Property / Security / Period of Compliance

If real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is no longer used to meet a CDBG national objective for the required period, Subrecipient shall promptly notify County and shall comply with all applicable change-of-use, disposition, and reimbursement requirements under 24 CFR 570.505. County may require Subrecipient to execute and record a promissory note, trust deed, covenant, deed restriction, or other legal instrument, in a form approved by County, to protect County’s CDBG investment and to secure compliance with this Agreement. If a period of continued eligible use or national-objective compliance applies, such as no change of use, Subrecipient shall maintain the approved

use of the property for the required period and shall not transfer or materially change the use of the property without County's prior written approval. Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any funds on hand, accounts receivable, and assets required to revert under applicable law or this Agreement

26. Equipment and Supplies

If Grant funds are used to acquire equipment or supplies, Subrecipient shall manage, use, safeguard, and dispose of such property in accordance with applicable federal requirements and this Agreement.

Subrecipient shall use equipment and supplies for the authorized purposes of the Work, maintain appropriate property and inventory records, take reasonable measures to protect the property from loss, damage, or theft, and follow County instructions and applicable law regarding disposition when the property is no longer needed for the funded activity.

27. 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 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 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

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. 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, fraud, or any unlawful acts.

28. Reporting

Annual reports will be required and are due by July 30 of each year. The county may also request subrecipient updates at any other point during the year and the Subrecipient must comply within thirty (30) calendar days of the County's request.

29. Monitoring Required

A. County Authorized to Monitor Subrecipient

County may monitor Subrecipient's activities, records, expenditures, performance, and compliance with this Agreement and applicable law. Monitoring may include but is not limited to desk reviews, requests for additional documentation, onsite reviews, and follow-up on audit findings or other deficiencies.

Subrecipient shall fully and timely cooperate with County's monitoring and oversight activities and shall require its contractors and subcontractors to do the same. County may require corrective action, impose special conditions, disallow costs, withhold funds, or exercise other remedies under this Agreement in response to noncompliance. County may consider extended periods of inactivity or lack of communication from the subrecipient as a reason for concern and possible remedy action.

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 specific conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor any 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.

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.

30. 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.

31. Records Access

The County, HUD, the Comptroller General of the United States, the State of Oregon, and their duly authorized representatives shall have access to all books, documents, papers, and records including financial statements of Subrecipient that are pertinent to this Agreement for the purpose of audit, examination, excerpts, transcripts, and copies, in accordance with applicable law. Subrecipient shall require its contractors and subcontractors to provide the same access with respect to records relating to the Work.

32. Audits

If Subrecipient expends \$1,000,000 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.

33. Remedies

A. County Remedies

If County determines that Subrecipient has failed to timely comply with any material obligation under this Agreement, including any County directive or corrective action plan, County may exercise any remedy available under this Agreement, applicable law, or otherwise. Remedies may include, without limitation:

- 1) Terminating this Agreement, in whole or in part;
- 2) Withholding, reducing, or recapturing Grant funds;
- 3) Disallowing costs;
- 4) Suspending or recovering payments;
- 5) Requiring corrective action;

- 6) Bringing an action in an appropriate forum to enforce this Agreement or recover damages, including injunctive relief, specific performance, or other available relief;
- 7) Limiting Subrecipient's eligibility for future County funding, to the extent permitted by law;
- 8) Referring matters involving misstatements, fraud, or other violations to appropriate investigative or enforcement authorities; and
- 9) Requesting audit, investigation, or sanction by other governmental bodies.

B. Nonexclusive Remedies

The rights and remedies of County under this Agreement are cumulative and not exclusive, and County may exercise them successively or concurrently. Except as expressly stated in this Agreement, nothing in this section limits any other rights or remedies available to either party under this Agreement or applicable law.

C. No Waiver; Survival

No failure or delay by County to enforce any provision of this Agreement shall constitute a waiver of that provision or of any other provision. No single or partial exercise of any right, power, or privilege under this Agreement shall preclude any further exercise of that or any other right, power, or privilege. All remedies provided under this Agreement, or otherwise available by law, survive termination of this Agreement.

D. Disallowance of Costs

County is not responsible for, and shall not pay, any cost that County disallows, whether upon review of a Request for Funds or as a result of an audit, review, site visit, or other disallowance action, except for costs incurred by Subrecipient solely as a result of the willful misconduct or gross negligence of County or its officers, employees, or agents. If County disallows a cost after reimbursement has been made, Subrecipient shall repay the disallowed amount to County within the time stated in County's written notice, which shall not exceed thirty (30) days. Subrecipient shall cooperate, and shall require its Subcontractors to cooperate, with County and any appropriate investigative or oversight agency in connection with the review, recovery, or resolution of any disallowed or invalid payment.

34. Termination

A. Termination by County for Immediate Cause

County may terminate this Agreement, in whole or in part, immediately upon written notice to Subrecipient if County determines that Subrecipient has engaged in material misrepresentation, malfeasance, gross negligence, abandonment of performance, or loss of legal authority to perform its obligations under this Agreement, whether directly or through its agents, subcontractors, successors, or assigns.

B. Termination by County for Cause Upon Notice

County may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice if Subrecipient fails to comply with any material obligation under this Agreement or if continuation of this Agreement becomes inappropriate due to an event of default or other cause. Events of default or cause may include, without limitation:

- 1) Failure to timely perform any obligation under this Agreement.
- 2) Failure to timely comply with County directives.
- 3) Improper, illegal, or unauthorized use of Grant funds.
- 4) Denial, suspension, reduction, or elimination of funding for the grant program.
- 5) Change in federal or state law, regulation, guidance, interpretation, appropriation, limitation, or expenditure authority that prevents County from funding or continuing the Work.
- 6) Denial, suspension, revocation, limitation, or nonrenewal of any license, certification, or legal authority required for performance of the Work.

- 7) Insolvency, bankruptcy, assignment for the benefit of creditors, receivership, or similar financial distress affecting Subrecipient; or
- 8) Suspension, debarment, proposed debarment, declared ineligibility, or voluntary exclusion of Subrecipient or its principals, officers, or agents from participation in federal, state, or local agreements or contracts.

C. Termination by Subrecipient

Subrecipient may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to County if:

- 1) County unreasonably fails to provide funding required under this Agreement and does not cure that failure within the notice period; or
- 2) County issues a material directive that is contrary to applicable federal or state law, regulation, or funding requirements and does not withdraw or correct that directive within the notice period after receiving written notice from Subrecipient.

D. Restrictions Pending Termination

After notice of termination is issued and before the effective date of termination, County may require Subrecipient to obtain County's prior written approval before incurring any additional cost or obligation for which reimbursement may be sought under this Agreement.

E. Effect of Termination

Termination of this Agreement does not relieve either party of liability for breach occurring before the effective date of termination. County may withhold reimbursement otherwise due to Subrecipient to offset damages, disallowed costs, or other amounts owed to County, to the extent permitted by law.

F. Return of Funds, Property, and Records

Upon termination, Subrecipient shall promptly return to County any unexpended funds, accounts receivable attributable to Grant funds, property, and any finished or unfinished documents, data, reports, studies, or other materials prepared or acquired under this Agreement, as requested by County. Unless County approves a different deadline in writing, Subrecipient shall do so within sixty (60) days after the effective date of termination.

35. Closeout

Upon expiration or termination of this Agreement, Subrecipient shall transfer to County any CDBG funds on hand, any accounts receivable attributable to the use of CDBG funds, and any other assets required to revert under applicable law or this Agreement.

36. Insurance

Subrecipient shall obtain and maintain the insurance coverage required by this Section for the term of this Agreement and for any additional period stated below. Except as approved in writing by County, all required insurance shall be primary and non-contributory to any insurance or self-insurance maintained by County.

Insurance Required for All Subrecipients:

- A. Commercial General Liability Insurance.** Subrecipient shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project for bodily injury, property damage, personal injury, and advertising injury. Such insurance shall include coverage for premises and operations, products and completed operations, and contractual liability sufficient to support the indemnity obligations of this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds with respect to liability arising out of or related to Subrecipient's performance under this Agreement, to the extent such status is available by endorsement or under the policy.

- B. Automobile Liability Insurance.** Subrecipient shall maintain Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage, covering owned, hired, and non-owned vehicles used in connection with Subrecipient's performance under this Agreement.

Marion County, its officers, agents, employees, and elected officials shall be named as additional insureds, if available, with respect to liability arising out of or related to Subrecipient's performance under this Agreement.

- C. Workers' Compensation Insurance.** Subrecipient shall comply with ORS 656.017 and all other applicable provisions of Oregon law requiring workers' compensation coverage for all subject workers. Subrecipient shall maintain Workers' Compensation Insurance as required by Oregon law with limits of not less than \$500,000 each accident. No Workers' Compensation Insurance has been or will be obtained by Marion County for Subrecipient or for any of Subrecipient's employees, agents, or subcontractors.

Oregon does not apply additional insured treatment to Workers' Compensation coverage.

Insurance Required for Certain Subrecipients

Required if marked.

- D. Abuse and Molestation Liability Insurance.** If required, Subrecipient shall maintain Abuse and Molestation Liability Insurance, either as part of its Commercial General Liability Insurance or as separate coverage, in a form satisfactory to County. Such coverage shall apply to damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, and negligent hiring, supervision, investigation, reporting, or retention of persons for whom Subrecipient is responsible, including employees and volunteers. Coverage shall be written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

☒ **Required by County**

- E. Professional Liability/Errors and Omissions Insurance.** If required, Subrecipient shall maintain a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 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.

If Professional Liability / Errors and Omissions insurance is required and is written on a claims-made basis, Subrecipient shall maintain continuous claims-made coverage, or obtain extended reporting coverage, for not less than thirty-six (36) months after completion of the Work. The retroactive date shall be no later than the effective date of this Agreement.

☒ **Required by County**

- G. Bonding/Crime Coverage.** Subrecipient shall ensure that each director, officer, or employee authorized to receive, deposit, disburse, or otherwise handle project funds is bonded or covered by a Commercial Crime policy protecting against loss. The coverage amount shall be not less than \$100,000 or the total amount received under this Agreement, whichever is greater, unless County approves otherwise in writing. Upon request, Subrecipient shall provide County with evidence of such coverage.

☒ **Required by County**

F. Flood Plain Insurance. If the Work involves construction or rehabilitation of a structure located in a Special Flood Hazard Area, flood insurance shall be required to the extent required by applicable law or County.

☒ **Required by County**

G. Builders Risk Insurance. In addition to the requirements above, if this Agreement is for a capital project, the following will also be required. During the term of this Agreement, for new construction or reconstruction following casualty, 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.

☒ **Required by County**

Required Components of All Insurance Under This Agreement

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 officers, employees, agents, and elected officials, while acting within the scope of their duties, shall be named as additional insureds on all insurance required under this Agreement other than Workers' Compensation and Professional Liability coverage

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, Nonrenewal, or Material Change. Subrecipient shall promptly notify County, and in no event later than two (2) business days after Subrecipient becomes aware, of any cancellation, nonrenewal, lapse, or substantive reduction or material change in any insurance policy or endorsement required by this Agreement. If required by County, the applicable policy shall also provide that County will receive not less than sixty (60) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, to the extent such notice is available by endorsement.

L. Contractor and Subcontractor Insurance. Subrecipient shall require its contractors and subcontractors to maintain insurance appropriate to the work they perform and in amounts satisfactory to County, unless County approves otherwise in writing.

M. 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.

N. 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.

O. 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 and the Trust Deed required therein, 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.

P. Sole Responsibility for Coverage. Insurance coverage, whether obtained by purchase or through self-insurance, for Subrecipient's agents, employees, officers, volunteers, contractors, and subcontractors shall be the sole responsibility of Subrecipient.

37. 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.

38. Liability for Breach of Grant Conditions

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.

39. 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.

40. 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.

41. 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.

42. 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, 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 email shall be deemed to be given when receipt of the transmission is generated by the sender. Any communication or notice by personal delivery shall be deemed to be given when delivered.

County Contact Person:

Steve Dickey CDBG/HOME Program Manager
Community and Economic Development Department
Contact Telephone Number: 503- 373-4334
E-Mail: sdickey@co.marion.or.us
Mailing Address: PO Box 14500 Salem, OR. 97309

Subrecipient Contact Person:

Renata Wakeley
City of Woodburn
Contact Telephone Number: 503-980-2415
Contact Email: Renata.wakeley@ci.woodburn.or.us
Contact Mailing Address: 270 Montgomery St Woodburn, OR 97215

43. 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 of any other rights or remedies of the County according to law.

44. 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.

45. Amendments

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

46. 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.

47. 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.

48. 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.

49. 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.

50. Time is of the Essence

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

51. 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.

52. Certifications and Signature of Subrecipient's Authorized Representative

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

- A.** The undersigned is duly authorized to execute this Agreement and to make the certifications contained in this Agreement on behalf of Subrecipient.
- B.** To the best of the undersigned's knowledge, Subrecipient is not in violation of any applicable Oregon tax laws.
- C.** To the best of the undersigned's knowledge, Subrecipient has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- D.** Subrecipient has adopted and maintains a formal nondiscrimination policy applicable to employment.
- E.** To the best of the undersigned's knowledge, after due inquiry, Subrecipient has no actual, apparent, or potential conflict of interest prohibited by applicable law in connection with this Agreement or the activities funded under it.
- F.** Subrecipient has adopted and will maintain written standards of conduct addressing conflicts of interest in the administration of this Agreement.
- G.** Subrecipient is bound by and shall comply with all requirements, terms, and conditions contained in this Agreement.

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.

COUNTY AND SUBRECIPIENT FURTHER ACKNOWLEDGE THAT EACH IS SUBJECT TO APPLICABLE CONFLICT-OF-INTEREST REQUIREMENTS IN CONNECTION WITH THIS AGREEMENT AND SHALL PROMPTLY DISCLOSE ANY ACTUAL, APPARENT, OR POTENTIAL CONFLICT OF INTEREST TO THE OTHER PARTY.

MARION COUNTY SIGNATURES BOARD OF COMMISSIONERS:

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<u><i>Kelli Weese</i></u> Kelli Weese (Sep 23, 2026 10:50:14 PDT)	09/23/2026
	Community & Economic Development Director	Date
Authorized Signature:	<u><i>Jan Fritz</i></u> Jan Fritz (Sep 24, 2026 13:57:15 PDT)	09/24/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	<u><i>Jennifer Rogers</i></u>	09/24/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:	<u><i>Michael D. [Signature]</i></u>	09/23/2026
	Marion County Contracts & Procurement	Date

City of Woodburn:

Authorized Signature: _____
Date

Title: _____

EXHIBIT A

Scope of Work, Budget, and Project Schedule

This Exhibit A is incorporated into and made part of the Subrecipient Agreement for the use of Marion County Community Development Block Grant (CDBG) funds.

1. Project Information

Subrecipient:	City of Woodburn
Project Name:	Mill Creek Community Center
CDBG Award Amount:	\$250,000
Agreement Period:	07/01/26-06/30/28
County Contact:	Steve Dickey, CDBG/HOME Program Manager
Subrecipient Contact:	Renata Wakeley; renata.wakeley@ci.woodburn.or.us

2. Scope of Work

National Objective: ☒ Benefit for LMI Persons or ☐ Eliminate Slum/Blight, or ☐ Urgent Need.
Project Description: This project is for management/development costs for the Mill Creek Community Center renovation and improvements. The community center includes a public pool, recreation activities, health and wellness programs, event center and commercial kitchen for community gatherings and Meals on Wheels.
Service Area / Project Location: 270 Montgomery St, Woodburn is the project administration address and 190 Oak St, Woodburn, OR is the current property address of the community center. The facility service area is Woodburn and north Marion County communities.

3. Budget

CDBG funds in the award amount shown above shall be used only for eligible costs necessary to complete the approved scope of work. <i>Eligible expenses may include the following:</i> Project management/development costs such as superintendent and project manager personnel costs, design, architectural and engineering, project insurance costs, and other project administration costs

4. Project Schedule

Project / Activity Start Date	07/01/26
Key Milestone: Substantial Completion	05/30/27
Key Milestone: Project Completion	06/30/28
Agreement End Date	06/30/28
Final Reimbursement Request / Final Report Due	No later than 60 days after all project work is complete or agreement end date, whichever is first.

5. Changes

Any material change to the scope of work, budget, project location, beneficiaries, deliverables, or project schedule must receive prior written approval from Marion County. Approved changes may require an amendment to the Agreement.
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Exhibit B
Federal Award Information

Federal Award Identification	
Subrecipient Name:	City of Woodburn
Unique Entity ID#:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	12/5/2025
Subaward Period of Performance (Start & End Date):	7/1/2026-6/30-2028
Subaward Budget (Start & End Date)	7/1/2026-6/30-2028
Federal Funding Obligation	
Total Amount of Federal Funds Obligated by this Agreement:	\$250,000.00
1)	
2)	
3)	\$250,000.00
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$250,000.00
Total Amount of this Federal Award committed to Subrecipient	\$250,000.00
Federal Award Project Description:	
Identify the following:	
a) Federal awarding agency	US Dept of Housing and Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Jan Fritz, CAO: jfritz@co.marion.or.us
Identify Program Information	
a) Assistance Listing Number:	14.218
b) Program Name:	Community Development Block Grant (CDBG)
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
Additional Requirements or Comments (if any)	
<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 NIA.</i>	

Exhibit C

General Federal Requirements Applicable to CDBG Activities

The requirements below apply to the Subrecipient and, where indicated, must be included as enforceable provision in each applicable contract, subcontract, purchase order, or other procurement agreement funded in whole or in part with CDBG funds.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. Some requirements apply only to certain activities, such as construction, rehabilitation, acquisition, relocation, or housing-related activities. These requirements should be reviewed early in project planning and, where applicable, with contractors, consultants, property owners, and program staff. 2 CFR Part 200 and 24 CFR Part 570 provide the basis for CDBG requirements.

Civil Rights and Nondiscrimination

Subrecipients must comply with applicable civil rights and nondiscrimination requirements. No person may be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination under a CDBG-assisted activity on a prohibited basis. Depending on the activity, applicable authorities may include Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title IX where applicable. For further information, see 24 CFR Part 6, 24 CFR Part 8, and 24 CFR Part 146.

Environmental Review

Subrecipients must not commit or expend CDBG funds, non-HUD funds, or undertake any choice-limiting action on a project until the required environmental review is completed and the activity is authorized to proceed. All environmental conditions and mitigation measures imposed on the activity must be followed. For further information, see 24 CFR Part 58 and 24 CFR 570.604.

Procurement and Contract Requirements

Subrecipients must maintain and follow written procurement procedures consistent with applicable federal, state, and local requirements. Contracts funded with CDBG must include the clauses required by federal law when applicable. For further information, see 2 CFR 200.317 through 200.327 and Appendix II to 2 CFR Part 200.

Termination for Cause and Convenience

Contracts exceeding \$10,000 must include provisions allowing the Subrecipient to terminate the contract for cause and for convenience. The contract must describe how termination will be carried out and the basis for any settlement, including payment for acceptable work completed before termination. For further information, see Appendix II to 2 CFR Part 200.

Labor Standards

When required by the nature of the activity and applicable law, subrecipients must comply, and must require contractors and subcontractors to comply, with applicable federal labor standards. These may include the Davis-Bacon Act, Copeland Anti-Kickback Act, and Contract Work Hours and Safety Standards Act. Applicable wage determinations and required federal labor clauses must be included in solicitations, contracts, and lower-tier agreements.

For contracts exceeding \$100,000 that involve laborers or mechanics, covered workers must be paid at least one and one-half times their basic rate of pay for hours worked over 40 in a workweek. For applicable construction work, workers may not be required to work under conditions that are unsanitary,

hazardous, or dangerous. For further information, see 24 CFR 570.603, 40 U.S.C. §§ 3701–3708, and 29 CFR Parts 1, 3, and 5.

Acquisition, Relocation, and Displacement

If a project involves acquisition, relocation, demolition, or displacement, the subrecipient must comply with all applicable notice, advisory, payment, and recordkeeping requirements. For further information, see the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974, as applicable.

Lead-Based Paint

For applicable pre-1978 housing and child-occupied facilities, subrecipients must comply with federal lead-based paint requirements, including evaluation, treatment, clearance, notices, and ongoing maintenance requirements where applicable. For further information, see 24 CFR Part 35.

Debarment and Suspension

Subrecipients must not enter into contracts or other covered transactions with parties that are suspended, debarred, or otherwise excluded from participation in federal programs where federal requirements prohibit such awards. For further information, see 2 CFR Part 180 and 2 CFR Part 2424.

Conflict of Interest

Subrecipients must comply with applicable CDBG conflict-of-interest requirements and any additional County conflict-of-interest policies and disclosure requirements. Potential conflicts should be identified and addressed before funds are committed or activities proceed. For further information, see 24 CFR 570.611.

Property, Equipment, and Supplies

Real property, equipment, supplies, and other assets acquired or used under the subaward must be managed, used, and disposed of in accordance with applicable federal requirements and the agreement. For further information, see 2 CFR Part 200, Subpart D, and 24 CFR 570.505, when applicable.

Program Income

If the funded activity generates program income, the agreement must specify whether the subrecipient may retain it or must return it to the County, and how it may be used. For further information, see 24 CFR 570.504(c).

Religious and Political Activities

CDBG funds may not be used for activities that are prohibited by federal law, including certain religious or political activities. Subrecipients are responsible for ensuring that CDBG-assisted activities remain eligible and compliant. For further information, see 24 CFR Part 570 and other applicable federal requirements.

Whistleblower Protections

Subrecipients and, where applicable, their contractors and subcontractors must comply with federal whistleblower protections. For further information, see 41 U.S.C. 4712 and 2 CFR 200.217.

Rights to Inventions

If the Project involves experimental, developmental, or research work and the federal award meets the definition of a “funding agreement” under 37 CFR § 401.2, the Subrecipient shall comply with 37 CFR Part 401 regarding rights to inventions. The Subrecipient shall not enter into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work without prior County review.

Clean Air Act and Federal Water Pollution Control Act

For contracts, subcontracts, and subgrants exceeding \$150,000, the Subrecipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). The Subrecipient shall report any violation to the County, the federal awarding agency, and the appropriate Regional Office of the Environmental Protection Agency, as required.

Byrd Anti-Lobbying Amendment

For awards, contracts, subcontracts, or other covered transactions exceeding \$100,000, the Subrecipient shall comply with the Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352. The Subrecipient certifies that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence any federal officer, employee, member of Congress, or employee of a member of Congress in connection with obtaining any federal contract, grant, or other covered award. The Subrecipient shall obtain and retain required lobbying certifications and disclosures from lower-tier parties when applicable.

Procurement of Recovered Materials

The Subrecipient shall comply with applicable recovered materials procurement requirements, including 2 CFR § 200.323, when purchasing items designated by the Environmental Protection Agency. The Subrecipient shall include recovered materials requirements in applicable procurements and contracts.

Prohibited Telecommunications and Video Surveillance Equipment or Services

The Subrecipient shall not obligate or expend CDBG funds to procure, obtain, extend, or renew a contract for covered telecommunications equipment, video surveillance equipment, services, or systems prohibited by 2 CFR § 200.216. The Subrecipient shall include this prohibition in applicable lower-tier agreements.

Domestic Preference and Build America, Buy America

The Subrecipient shall, to the greatest extent practicable and consistent with law, provide a preference for goods, products, and materials produced in the United States as required by 2 CFR § 200.322. For infrastructure projects subject to the Build America, Buy America Act, the Subrecipient shall comply with applicable domestic content procurement preference requirements unless an exception or waiver applies. The Subrecipient shall include applicable domestic preference and Build America, Buy America requirements in solicitations, contracts, subcontracts, and purchase orders.

Additional Activity-Specific Requirements

Additional requirements may apply depending on the nature of the activity, including fair housing and accessibility requirements, flood insurance requirements, and other special conditions included in this Agreement or its exhibits.

Exhibit D

Security and Period of Compliance Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of security and period-of-compliance requirements that may apply when CDBG funds are used for acquisition, construction, rehabilitation, or improvement of real property or facilities. It is intended as a practical guide for subrecipients and does not replace the Agreement, promissory note, trust deed, covenant, or other legal documents required by the County.

Each subrecipient is responsible for determining, with the County, whether a promissory note, trust deed, covenant, deed restriction, or other legal instrument is required for the funded activity. These requirements should be reviewed early in project planning and before project completion. For further information regarding security and period of compliance requirements, see 24 CFR 570.503 and 24 CFR 570.505

Security Documents

When required by the Agreement or by the County, the subrecipient must execute a promissory note, trust deed, covenant, deed restriction, or other legal instrument in a form approved by the County to protect the County's CDBG investment and to secure continued compliance with applicable CDBG requirements.

Recording and Supporting Documentation

If required by the County, the subrecipient must provide the documents needed for preparation, execution, and recording of the required security instrument, including evidence of ownership and legal property description, as applicable. County may require execution and recording before reimbursement, project completion, or closeout.

Period of Compliance

When a funded activity involves real property or improvements with more than \$25,000 of CDBG funds, the property or facility must continue to be used for an eligible purpose and to meet an applicable CDBG national objective for at least five years after expiration of the agreement.

Change in Use or Transfer

During any required period of compliance, the subrecipient must not transfer, sell, lease, encumber, or materially change the use of the assisted property without prior written approval from the County, if required by the Agreement or security documents. Additional repayment, recapture, or corrective action requirements may apply if the property is no longer used for the approved purpose.

Default, Repayment, and Recapture

If the subrecipient fails to comply with the Agreement, the required use restrictions, or the recorded security documents, the County may require repayment, recapture, or other remedies as provided in the Agreement and the applicable loan or security documents.

Release of County Interest

At the end of the required compliance period, and upon satisfaction of all applicable conditions, the County may release or reconvey its interest in the property in accordance with the recorded documents and applicable law.

Exhibit E

Fair Housing and Accessibility Requirements for Projects Receiving CDBG Funding

This exhibit provides a brief summary of the fair housing and accessibility requirements that may apply to CDBG-funded activities. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical standards cited below.

Each subrecipient is responsible for determining which requirements apply to its project or program and for ensuring compliance. These requirements should be reviewed early in project planning, including with architects, engineers, property owners, contractors, and program staff, as applicable.

Federal and state accessibility and fair housing requirements may apply to both the physical project and the way a program or service is operated, including communication methods and standards.

Architectural Barriers Act

The Architectural Barriers Act applies to certain buildings and facilities that are designed, constructed, altered, or leased with federal involvement. For CDBG-funded activities, the ABA may apply to covered buildings or facilities that are financed in whole or in part with federal funds. For further information, see 24 CFR Part 40, 41. Additional Oregon statutes may also apply and can be found in ORS Chapters 447 and 456.

Americans with Disabilities Act (ADA)

The ADA prohibits discrimination on the basis of disability in employment, public services, and public accommodations. Depending on the activity, the ADA may apply to the operation of a facility, program accessibility, communication methods, and removal of barriers in existing facilities where required by law. For further information, see 28 CFR Parts 35 and 36.

Section 504

This portion of the Rehabilitation Act applies to programs, services, and activities receiving HUD financial assistance. Subrecipients must ensure that qualified individuals with disabilities are not excluded from participation, denied benefits, or subjected to discrimination because of disability. For further information, see 24 CFR Part 8.

Fair Housing Act

The Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability. Oregon law adds additional protected classifications including: source of income, marital status, sexual orientation, gender identity and status as a victim of domestic violence. The Fair Housing Act also includes design and construction requirements for covered multifamily housing. For further information regarding federal requirements, see 24 CFR Part 100, and HUD Fair Housing Accessibility guidance. Further information regarding Oregon fair housing can be found in ORS Chapter 659A.

Exhibit F

Section 3 of the Housing and Urban Development Act of 1968 Requirements (Applicable only when required by the funded activity)

This exhibit provides a brief summary of Section 3 requirements that may apply to CDBG-funded projects. It is intended as a practical guide for subrecipients and does not replace the statutes, regulations, or technical guidance cited below.

Section 3 is intended to ensure that employment, training, contracting, and other economic opportunities generated by certain HUD financial assistance are directed, to the greatest extent feasible, to low- and very low-income persons, especially recipients of government assistance for housing and residents of the community where the funds are spent.

Applicability

For housing and community development financial assistance, Section 3 generally applies to housing rehabilitation, housing construction, and other public construction projects when the total amount of HUD assistance to the project exceeds the applicable threshold. For further information, see 24 CFR 75.3. The current regulatory threshold for housing and community development financial assistance is \$300,000.

Subrecipient Responsibility

When Section 3 applies, the subrecipient is responsible for complying with 24 CFR Part 75 and for ensuring that applicable contractors and subcontractors also comply. This includes, as applicable, meeting the contract provision requirements, recordkeeping requirements, and reporting requirements in HUD's Section 3 regulations. For further information, see 24 CFR 75.27, 24 CFR 75.31, and 24 CFR 75.25.

Contract Provisions

When Section 3 applies, the subrecipient must include the required Section 3 contract provisions in applicable contracts and subcontracts and must not take actions that would defeat or evade Section 3 obligations.

Safe Harbor and Documentation

HUD's Section 3 regulations provide benchmarks and a safe harbor framework. Subrecipients should maintain documentation demonstrating how Section 3 applicability was determined, what actions were taken to comply, and what records support any reporting made to the County or HUD. For further information, see 24 CFR 75.23, 24 CFR 75.25, and 24 CFR 75.31.

Additional Guidance

Additional HUD guidance on Section 3 may be issued from time to time. Subrecipients are responsible for following the current requirements applicable to their project.