

**STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT GRANT
AGREEMENT**

This Subrecipient Grant Agreement No. 9046 (this “**Agreement**”) is entered into on the Effective Date (as hereinafter defined) by and between the State of Oregon, acting by and through its Housing and Community Services Department (“**OHCS**” or “**Agency**”), and **Lane County**, a political subdivision of the State of Oregon (the “**Subrecipient**”). OHCS and the Subrecipient may be jointly referred to herein as the “Parties” or, individually as a “Party”.

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 87 FR 6364, the U.S. Department of Housing and Urban Development (“**HUD**”) awarded \$422,286,000 in Community Development Block Grant Disaster Recovery (“**CDBG-DR**”) funds to OHCS (the “**OHCS Award**”) for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS’ Action Plan that was approved by HUD (the “**Action Plan**”).

B. The Action Plan describes how OHCS will support wildfire recovery in the eight most impacted counties (Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn, and Marion counties) (collectively, the “**Impacted Area**”) by the 2020 Labor Day fires in Oregon. OHCS will disburse the OHCS Award to counties, municipalities, nonprofit organizations, school districts, public housing authorities, special districts or other public or quasi-public entities (collectively, “**Subrecipients**”) in the Impacted Area.

C. The Action Plan also describes the various CDBG-DR recovery programs (collectively, the “**Programs**” and each, a “**Program**”) under which Subrecipients will conduct allowable recovery activities in the Impacted Area. The Program applicable to the Subrecipient’s allowable recovery activities and the Subrecipient’s Program requirements, are defined in Exhibit A attached hereto (the “**Program Requirements**”).

D. For the Subrecipient’s delivery of the Program Activities, OHCS is sub awarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **SEVEN MILLION FIVE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-THREE CENTS (\$7,557,581.23)** (the “**Grant**” or the “**Grant Amount**”), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties hereto hereby agree as follows:

1. TERM

This term of this Agreement (the “Term”) will become effective when **all Parties have executed this Agreement and all necessary approvals have been obtained** (the “Effective Date”) and expires on **February 2, 2029** (the “Expiration Date”), unless otherwise terminated as provided in this Agreement or extended as required below. Subrecipient’s performance of the Program Activities described in Exhibit A may start **August 1, 2024** (the “Pre-Award Cost Date”) and shall be governed by the terms and conditions herein, and such expenses incurred by Subrecipient may be reimbursed in accordance with this Agreement, once this Agreement is in effect. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

Attachments

The following Exhibits and referenced documents are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Exhibits or in the incorporated documents will be deemed to modify the express provisions hereinafter set forth.

Exhibit A: Allowable Program Activities and Requirements (by project)

1. Upper McKenzie Rural Fire Protection District and McKenzie Fire & Rescue Water Storage Tanks for Fire Suppression
2. McKenzie Food Pantry Land Acquisition and Construction
3. Blue River Park Rehabilitation
4. McKenzie River Track Rehabilitation
5. McKenzie School District HVAC Rehabilitation
6. Holiday Farm Fire Business Recovery Fund

Exhibit B: Insurance Requirements

Exhibit C: Federal Grant Award Information

Exhibit D: HUD General Provisions and other Federal Statutes

Exhibit E: Approved Project Budget

2. GENERAL REQUIREMENTS

- 2.1** The Subrecipient shall conduct, in a satisfactory manner as determined by OHCS, Program Requirements and provide the Program Activities for emergency relief in the Impacted Area as defined in Exhibit A. The Subrecipient shall perform all requirements in accordance with the terms of this Agreement and all exhibits, which are hereby incorporated.
- 2.2** The Subrecipient shall prepare and submit to OHCS all required project(s) documentation in accordance with the attached Exhibit A. OHCS reserves the authority and discretion to review and require revisions before approving the use of funds for project implementation.
- 2.3** The Subrecipient may only carry out the roles and responsibilities described in this Agreement.
- 2.4** The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements.
- 2.5** All activities funded with CDBG-DR funds must meet one of two CDBG-DR Program's National objectives: benefit low-and-moderate-income (LMI) persons or addressing urgent need. The Subrecipient certifies that the activities carried under this Agreement meet at least one of these national objectives. Additionally, Subrecipient ensures collection of the necessary information and applicable forms to document National Objectives met.

The Subrecipient shall ensure that the services meet the applicable CDBG-DR National Objective(s) and that all subgrantees, subcontractors or third party completes the applicable forms to document the National Objective(s). The urgent need national objective will only be used when an LMI national objective cannot be achieved through the project, but the project has demonstrable recovery or mitigation benefits within the HUD- or grantee- identified Most Impacted and Distressed (MID) areas. Each approved Project Description Form will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the project. For planning activities, in accordance with 87 FR 6364: "To assist state grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low and moderate-income or slum-and-blight national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to states when funding disaster recovery-assisted, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that states

may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205.”

3. PERFORMANCE MONITORING AND REPORTING

3.1. Monitoring. OHCS shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals associated with the activities under this program. The review will include reviewing financial and performance reports required by OHCS; following up and ensuring that the Subrecipient takes timely and appropriate actions on all deficiencies pertaining to the Federal award provided to the Subrecipient from OHCS detected through audits, on-site monitoring and other means; and issuing a management decision for audit finding pertaining to the Subrecipient from OHCS as required by 2 C.F.R 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, will constitute noncompliance, and may be suspended or terminated as described in Section 6.2 of this agreement.

If action to correct such substandard performance is not taken by the Subrecipient within mutually agreed timeline, OHCS may impose additional conditions, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R Part 200.339.

3.2 Reporting. The Subrecipient shall complete and submit a monthly report by the 15th of each month for the previous month for each individual project, unless otherwise agreed by OHCS. The report must be submitted in the form and with the content specified and required by OHCS. OHCS shall notify the Subrecipient in writing of the guidelines and requirement applicable to submittal of each project’s performance report, and such notification will be deemed incorporated by reference to this Agreement.

The Subrecipient shall provide OHCS with a final project report upon completion of the project. It is expressly understood and agreed by the parties that if the Subrecipient fails to submit to OHCS in a timely and satisfactory manner any report required by this agreement, OHCS may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If OHCS withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld pursuant to this paragraph may be held by OHCS until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

The Subrecipient is required to immediately report to OHCS any incident of criminal misapplication of funds associated with this agreement.

4. GRANT FUNDS AND DISBURSEMENT

- 4.1. Budget.** The Subrecipient shall complete all activities in Exhibit A of this Agreement in accordance with the approved project budget (Exhibit E) attached hereto. OHCS may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide any requested supplementary budget information in the form and content prescribed by OHCS. Any amendment to the budget must be approved in writing and signed by OHCS and the Subrecipient.
- 4.2. Budget Changes.** Subrecipient may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of OHCS so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected as determined by OHCS. Such changes to the budget must be approved in writing and signed by OHCS and the Subrecipient. Amendments are required for any other budget changes.
- 4.3. Working Capital Advance.** If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to Agency, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administratively feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.
- 4.4. Cash Advance.** If the Subrecipient has insufficient cash flow to cover the costs of administering this agreement, then cash advances may be requested. This method transfers CDBG-DR funds to the Subrecipient to meet obligations before actual cash disbursements have been made. The services are rendered, costs are incurred, but the invoice received (or expected) has not been paid. Cash advances are considered expended by HUD and do not require an interest-bearing account. These funds will need to be substantiated with supporting documentation within a reasonable timeframe. Upon receipt of the cash advance, the Subrecipient will pay the invoice within three (3)

days to be compliant with the federal Cash Management Improvement Act and OHCS' timely expenditures policy. As an additional financial safeguard, OHCS may require Subrecipients to deposit any amount exceeding \$25,000.00 into an interest-bearing account if the funds are not utilized within three (3) business days of receipt.

- 4.5. Indirect Costs.** Indirect costs may be charged to OHCS, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging to the grant, in accordance with 2 C.F.R. Part 200, Subpart E, as approved by OHCS in writing.
- 4.6. Program Income.** The Subrecipient shall notify OHCS, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to OHCS if retention of such is not previously approved, in writing, by OHCS. Program Income is subject to all applicable CDBG-DR laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to OHCS upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. OHCS will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to OHCS, as applicable to the activities.
- 4.7. Request for Reimbursement.** The Subrecipient is authorized to submit pre-award costs incurred from the Pre-Award Cost Date to the Effective Date of this Agreement for reimbursement. The Subrecipient shall submit to the Agency request for reimbursements of activities under this Agreement and consistent with the approved budget and scope of work for each project, by the 15th of the month, for the previous month, unless otherwise agreed by the Agency. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with the individual approved budget for each project. The Subrecipient shall submit Request for Reimbursements to the Agency, on the form and with the content specified and required by OHCS. The request for Reimbursements must be submitted with all documents necessary to justify the payment or any other supporting documents requested by OHCS. Documentation must be provided by Subrecipient demonstrating that all vendor procurements for which payment is requested have been made in accordance with this Agreement, unless such a vendor procurement record has already been provided to OHCS. If OHCS determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. The Agency reserves the right to conduct any audit it deems necessary. If OHCS determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, OHCS shall prepare a written description of the deficiencies and will deliver such notice to Subrecipient. The Parties shall correct any deficiencies at no cost to OHCS.
- 4.8. Cash Management.** In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient shall

limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

5. FUNDING APPROPRIATION

Funding under this Agreement is contingent on a CDBG-DR award to OHCS or a Grant Agreement between the State of Oregon or OHCS, and HUD, and OHCS' receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by OHCS to the Subrecipient under this Agreement must not exceed the amount specified in this Agreement. Such payment will be compensation for all allowable services required, performed, and accepted under this Agreement. However, OHCS reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in this Agreement.

6. SUSPENSION OR TERMINATION

6.1. Nonperformance Standard. If at the end of the six (6) months from the Effective Date, as defined in Section 1, of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by OHCS, OHCS may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this Agreement, and/or recapture funds previously expended by the Subrecipient under this Agreement from non-federal funds. No extensions of this Agreement will be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activities. OHCS shall review the properly filed and documented circumstances which are alleged to have prevented initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

6.2. Termination. OHCS may terminate this Agreement, in whole or in part, upon 45 calendar days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of Grant funds provided under this Agreement.
4. Submission by the Subrecipient to OHCS of reports that are incorrect or incomplete in any material respect.
5. Continuing to provide misinformation to applicants or the public regarding allowable recovery activities under the Programs after receiving notice from OHCS that identifies the misinformation previously provided.

6.2.1 OHCS shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination will take effect and any other notifications required under 2 CFR Part 200.339 through 200.343. Upon termination, OHCS reserves the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to OHCS any improper expenditures no later than thirty (30) calendar days after the date of termination.

6.2.2 OHCS may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable State or Federal statutes, regulations, or requirements.

6.2.3 This Agreement may be terminated in whole or in part by either OHCS or the Subrecipient or based on agreement by both parties in accordance with the requirements in 2 CFR Part 200.339 through 200.343.

7. CONTRIBUTION

7.1. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“**Third Party Claim**”) against a party (the “**Notified Party**”) with respect to which the other party (“**Other Party**”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third-Party Claim.

7.2. With respect to a Third Party Claim for which the State is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 7.3.** With respect to a Third Party Claim for which the Subrecipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- 7.4.** The 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 State of Oregon and its officers, employees and agents ("**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) 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 the Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor, including Subcontractors ("**Claims**"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

8. PREVAILING WAGE REQUIREMENTS

- 8.1.** Subrecipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Subrecipient shall require its contractors and subcontractors to file separate work bonds with the Construction Contractors Board, unless the contractor or subcontractor is exempt under ORS 279C.836 and OAR 839-025-0015.
- 8.2.** When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

- 8.3.** Notwithstanding 8.1 and 8.2 above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in 8.1 or 8.2 above.
- 8.4.** When PWR applies, Subrecipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
- 8.5.** When PWR applies, Subrecipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project.
- 8.6.** Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies)

9. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given must be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to the Subrecipient or OHCS 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 must be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed will be deemed given five (5) calendar days after mailing. Any communication or notice delivered by email will be deemed to be given when receipt of transmission is generated by the transmitting machine. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

10. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

OHCS or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by OHCS, and are signed in writing by a duly authorized representative of OHCS and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release OHCS or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the

following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

OHCS may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both OHCS and the Subrecipient.

11. CONFIDENTIALITY

The Subrecipient shall and shall require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they 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.

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the ReOregon website at <https://re.oregon.gov>, as updated from time to time.

The Subrecipient shall and shall require and cause its subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

12. INSURANCE REQUIREMENTS

Subrecipient shall provide all necessary insurance, or self-insurance, as described in Exhibit B. Subrecipient shall require and ensure that each of its subrecipients and subcontractors complies with these requirements.

13. DUAL PAYMENT

The Subrecipient shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal 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 Agency.

14. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding

(collectively, "Claim") involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

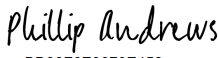
Notwithstanding the foregoing, OHCS and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

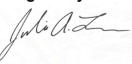
Signature Page


The Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

OHCS:

STATE OF OREGON, acting by and through its **Housing and Community Services Department**

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Designated Procurement Officer- Disaster Recovery & Resiliency	Date

<small>Signed by:</small>  <small>2987ACC28CF9AD7...</small>	3/31/2025
Contract Administrator approval	Date

SUBRECIPIENT: 	Digitally signed by Steve Mokrohisky, Lane County, County Administrator Date: 2025.07.03 15:53:21 -07'00'
(Signature)	Date

Steve Mokrohisky, Lane County Administrator

Approved for Legal Sufficiency in accordance with ORS 291.047:

Jeffrey B. Grant via email on 3/19/2025
Department of Justice Attorney /Date

EXHIBIT A
Water Storage Tanks for Fire Suppression

**Planning, Infrastructure, and Economic Revitalization (PIER) Program
 Infrastructure Allowable Program Activities and Program Requirements¹**

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

This project will augment declining water resources for McKenzie Fire & Rescue and Upper McKenzie Rural Protection Fire District response areas. The proposed activity consists of placing ten 15,000-gallon water tanks in critically identified areas throughout both McKenzie Fire & Rescue and Upper McKenzie Rural Fire Protection District’s response areas. The areas identified currently have minimal to no water access by use of the McKenzie River, ponds, creeks, and canals.

3. Milestones

The milestones established for this project are:

Activity	Date
Procure Firm for water tank design, siting, and installation	June 1, 2025
Complete Final Design	October 31, 2025
Construction Begins	November 1, 2025
Construction Completion	July 31, 2028
Project Closeout	February 2, 2029

4. Eligible Areas

¹ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is **Lane County**.

5. National Objective

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low- and Moderate-Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
 - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.
- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective for this project is: Urgent Need

The McKenzie Fire and Rescue and Upper McKenzie Rural Fire Protection District are responsible for providing adequate fire protection to their fire districts. Because the area is rural and rugged, there are no hydrants and water access are limited. During seasonal flooding, the river can also be inaccessible and unsafe to firefighters. Drafting from a river, pond, or canal also requires a full crew to ensure the safety of the firefighters. This further restricts the ability of the Fire Districts to provide quick response to fires when they occur.

This project activity responds to the stated infrastructure urgency described in the Action Plan 2.3.1.3 Utilities, and included in the statement, “Access to water to help put out the wildfires was a particular challenge for many communities. As communities recover, they will consider additional or alternative ways to ensure there is sufficient water or other fire suppression plans and resources in place to combat future wildfires.”

This project will augment declining water resources for McKenzie Fire & Rescue and Upper McKenzie Rural Protection Fire District response areas. These tanks will benefit residents from Springfield, OR up to the Santiam pass to provide dedicated water resources in critical response areas where water access is minimal to none.

6. Allowable Program Activities

6.1. Disaster Tie-Back or Mitigation: Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

This Project will be a mitigation activity. The installation of 10 additional storage tanks to provide dedicated water resources in critical response areas where water access is minimal to none. This will contribute to better resiliency and help McKenzie Fire & Rescue and Upper McKenzie Rural Fire Protection District be better prepared for future natural hazards.

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.

- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project is **Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2)** Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

- a) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- b) Secure equipment, technology and workspace required to support program management operations for each project.
- c) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- d) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- e) Act as point of contact between OHCS, its representatives and contractors.
- f) Lead coordination and control over execution of approved Project activities.
- g) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- h) Lead and coordinate the implementation of change management, risk management and quality assurance.
- i) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- j) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.

- k) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- l) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- m) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
- n) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
- o) Review and maintain backup documentation of all Project requests for Reimbursements.
- p) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- q) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training.

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG-DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and

standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.

- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** All contract documents. The Subrecipient must include all required federal contract language is included in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
 - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
 - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation

should be organized and easily accessible for state and federal monitoring and audits purposes.

- **CDBG-DR required performance metric data** as applicable to type of infrastructure project, including but not limited to:
 - # of Public Facilities
 - # of Linear feet of public improvement
 - # of Elevated Structures
 - # of Acres of newly added or improved green space
 - # of Structures hardened against future flood events
 - # of Linear feet of water lines
 - # of Pump stations repaired/replaced
 - # of Linear feet of sewer lines
 - # of Non-residential buildings

Required Performance Metrics for this project is **# of Public Facilities: 10**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed, and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A
McKenzie River Food Pantry

Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements²

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

The McKenzie River Food Pantry (MRFP) will use CDBG-DR funds to purchase commercial property in Blue River and build a “service” center that will strive to meet the basic needs of the area’s most vulnerable populations and serve as a storage facility for emergency supplies. The McKenzie River Food Pantry serves those living in the communities of Walterville, Leaburg, Vida, Blue River and McKenzie Bridge. The specific area of focus is the upper McKenzie River community, such as Blue River and McKenzie Bridge.

3. Milestones

The milestones established for this project are:

Activity	Date
Procure Engineering Firm	December 1, 2025
Complete Final Design	March 1, 2026
Land Acquisition	April 1, 2026
Advertise for Construction Bids	April 1, 2026
Bid Opening	May 1, 2026
Construction Begins	July 1, 2026
Construction Completion	July 31, 2028
Project Closeout	February 2, 2029

² Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

4. Eligible Areas:

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is **Lane County**.

5. National Objective

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low- and Moderate-Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
 - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.
- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective for this project is **Low- and Moderate-Income Area Benefit (LMA)**. Income data collected over the last year for USDA for those receiving assistance through the Food Pantry will be verified to ensure LMI can be documented for national objective.

6. Allowable Program Activities

6.1. Disaster Tie-Back or Mitigation: Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

This project is a mitigation activity. The new space will store emergency supplies that will be readily available for all community members. Community members will be informed of the cache of emergency supplies and made aware of when and how to access the services in case of future natural hazards.

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project will be:

- **Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2)**

Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is

completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

- r) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- s) Secure equipment, technology and workspace required to support program management operations for each project.
- t) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- u) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- v) Act as point of contact between OHCS, its representatives and contractors.
- w) Lead coordination and control over execution of approved Project activities.
- x) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- y) Lead and coordinate the implementation of change management, risk management and quality assurance.
- z) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- aa) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
- bb) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- cc) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- dd) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
- ee) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
- ff) Review and maintain backup documentation of all Project requests for Reimbursements.

- gg) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- hh) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG–DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.

- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.
- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).

- **Contract Documents:** All contract documents. The Subrecipient must include all required federal contract language in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
 - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
 - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **CDBG-DR required data** as applicable to type of infrastructure project, including but not limited to:
 - # of Public Facilities
 - # of Linear feet of public improvement
 - # of Elevated Structures
 - # of Acres of newly added or improved green space
 - # of Structures hardened against future flood events
 - # of Linear feet of water lines
 - # of Pump stations repaired/replaced

- # of Linear feet of sewer lines
- # of Non-residential buildings

Required Data for this project is **# of Public Facilities: 1**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A
Blue River Park Rehabilitation

Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements³

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

This project will rehabilitate the Blue River Park following the catastrophic 2020 Holiday Farm Fire. The overall project includes restoration and other improvements and enhancements outlined in the Comprehensive Park Master Plan to keep the park a vibrant part of the area. This phase of the park improvements includes restrooms, play equipment, a cover for the stage, and a gateway kiosk.

3. Milestones

The milestones established for this project are:

Activity	Date
Procure Engineering Firm	December 1, 2025
Complete Final Design	February 1, 2026
Advertise for Construction Bids	March 1, 2026
Bid Opening	April 1, 2026
Construction Begins	May 1, 2026
Construction Completion	July 31, 2028
Project Closeout	February 2, 2029

4. Eligible Areas:

³ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is **Lane County**.

5. National Objective

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low- and Moderate-Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
 - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.
- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective for this project is **Urgent Need**.

Before the devastating Holiday Farm Fire, Blue River Park served as a vibrant hub for Upper McKenzie residents. Even amidst rebuilding, the park board is committed to upholding this legacy, offering enhanced recreational activities and inclusive celebrations for all ages. There is an urgent need to provide a safe place for children to play, especially after the trauma of having to evacuate their home and community during wildfire. The aftermath of the Holiday Farm Fire has left many residents of Blue River grappling with significant emotional and psychological distress. The destruction of homes, the loss of cherished community landmarks, and the overall

disruption to daily life have contributed to heightened levels of anxiety, stress, and trauma within the community.

This project will respond to the stated parks and recreational facilities urgency as described in the Action Plan in section 2.3.1.4 Parks, Recreation, and other Facilities.

Restoring and enhancing the Blue River Community Park will provide a much-needed sanctuary for residents to find solace and support to have profound positive effects on mental health, restore a sense of normalcy and provide a vital gathering space.

The project addresses a critical aspect of the community's recovery efforts, contributing to the revitalization of the area and the well-being of its residents and directly addresses the mitigation urgency by incorporating resilience and mitigation measures into its design and construction, aim to reduce the long-term risk of loss of life, property damage, and suffering.

6. Allowable Program Activities

6.1. Disaster Tie-Back or Mitigation: Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

This Project will be a tie-back to the disaster and is considered a recovery project to rebuild the park. The park's redevelopment also incorporates landscaping and design strategies aimed at further enhancing community safety and resilience. Project features such as fire-resistant vegetation, strategic placement of amenities, and the establishment of defensible space zones help fortify the park against the threat of wildfires while providing a welcoming and enjoyable environment for visitors

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project is **Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

- ii) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- jj) Secure equipment, technology and workspace required to support program management operations for each project.
- kk) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- ll) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- mm) Act as point of contact between OHCS, its representatives and contractors.
- nn) Lead coordination and control over execution of approved Project activities.
- oo) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.

- pp) Lead and coordinate the implementation of change management, risk management and quality assurance.
- qq) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- rr) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
- ss) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- tt) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- uu) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
- vv) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
- ww) Review and maintain backup documentation of all Project request for Reimbursements.
- xx) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- yy) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training.

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG-DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)- (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then

the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.

- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the

infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.

- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** All contract documents. The Subrecipient must include all required federal contract language is included in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
 - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
 - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.

- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **CDBG-DR required data** as applicable to type of infrastructure project, including but not limited to:
 - # of Public Facilities
 - # of Linear feet of public improvement
 - # of Elevated Structures
 - # of Acres of newly added or improved green space
 - # of Structures hardened against future flood events
 - # of Linear feet of water lines
 - # of Pump stations repaired/replaced
 - # of Linear feet of sewer lines
 - # of Non-residential buildings

Required Data for this project is **# of Public Facilities: 1**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A

McKenzie River Track Improvements

**Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements⁴****1. Program Purpose**

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

The McKenzie Community Track site has become an economic driver on the Upper McKenzie River and a place of refuge in a natural disaster. In addition to hosting local McKenzie School District track events, University of Oregon Track team and International track and field teams, the McKenzie Community Track and Field (MCTF) organization also hosts large Community events such as the McKenzie Chainsaw Festival, the McKenzie Community Celebration, the McKenzie River Trail Run, and the Gravel Grinders event. These events bring valuable tourist dollars to the Upper McKenzie Community. During the 2020 Holiday Farm Fire, the Track site was used as a safe refuge by Community residents and Firefighters, Lane County Deputies and other emergency personnel, all of which were unable to evacuate as the wildfire burned the surrounding slopes and the McKenzie highway, east and west, was closed and blocked by hazardous fire activity. This project will improve and provide new infrastructure to enhance the local economy and resilience for the next disaster. The project scope is:

- a. **Wooden Outdoor Pavilion: 20 ft. by 40 ft.** Will replace an aging metal/canvas structure, providing a permanent, aesthetic-pleasing, covered area for Community events and evacuation-protecting people from rain/snow fall and heat of the sun;
- b. **Large Storage Shed:** Increased storage area for tools, maintenance equipment, event tables and chairs - allowing for more efficient and safe storage of track equipment, supplies and emergency equipment in the fieldhouse garage;
- c. **Parking lot and site improvements:** expanding the parking area and mowing invasive blackberries overtaking the Track Pond Trail;
- d. **Showers and Bathroom building (addition):** For athletes, Community events, and available for firefighters and evacuated Community members during a Disaster;

⁴ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

- e. **Elevator:** The second floor of the MCTF building holds the office, conference room and track meet official viewing and announcer equipment. Adding an elevator will make this second floor ADA compliant and offer a warming/cooling area for the public during emergencies.

3. Milestones

The milestones established for this project are:

Activity	Date
Procure Engineering Firm	June 1, 2025
Complete Final Design	August 1, 2025
Advertise for Construction Bids	September 1, 2025
Bid Opening	October 1, 2025
Construction Begins	November 1, 2025
Construction Completion	July 31, 2028
Project Closeout	February 2, 2029

4. Eligible Areas:

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is **Lane County**.

5. National Objective

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low- and Moderate-Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:

- Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.
- **Urgent Need:** To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective for this project is **Urgent Need**.

The McKenzie Community Track site has become a place of refuge in a natural disaster in the Upper McKenzie River area. During the 2020 Holiday Farm Fire, 40+ McKenzie residents, firefighters, law enforcement officers, and EMS providers sheltered in place at the MCTF Track, primarily because the site is situated in the middle of the McKenzie River Valley, and surrounded by steep, wooded slopes. The site lacks necessities to make it a fully functioning evacuation site that can provide the necessary services to area residents in the event of future disasters.

The project activities respond to the stated urgent needs in the Action Plan 2.3.1.4 Parks, Recreation and Other Facilities. While this area was not physically damaged by the fire it served as a safe area for evacuees.

This project's improvements and new infrastructure will be an investment in the enhancement of resiliency for the next disaster. This improvement project includes a wooden outdoor pavilion, large storage shed, parking lot and site improvements, showers and bathroom building, and an elevator for the main building. With these improvements, the site will be considered a resilience hub for the State, the amenities will benefit residents during a disaster; and the showers will make this a Red Cross compliant location.

6. Allowable Program Activities

- 6.1. Disaster Tie-Back or Mitigation:** Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities

include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

This project is a **mitigation** activity. During the 2020 Holiday Farm Fire, the Track site was used as a safe refuge by Community residents and Firefighters, Lane County Deputies and other emergency personnel, all of which were unable to evacuate as the HFF burned the surrounding slopes and the McKenzie highway, east and west, was closed and blocked by hazardous fire activity. An investment in improved and new infrastructure and maintenance will be an investment made in both the enhancement of the local economy and resilience for the next disaster.

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project is **Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

- zz) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- aaa) Secure equipment, technology and workspace required to support program management operations for each project.
- bbb) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- ccc) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- ddd) Act as point of contact between OHCS, its representatives and contractors.
- eee) Lead coordination and control over execution of approved Project activities.
- fff) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- ggg) Lead and coordinate the implementation of change management, risk management and quality assurance.
- hhh) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- iii) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
- jjj) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- kkk) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- lll) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
- mmm) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
- nnn) Review and maintain backup documentation of all Project request for Reimbursements.
- ooo) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- ppp) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training.

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG–DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the

public with a status of the funded activity and provide opportunity for public comment on the project.

- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.
- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** All contract documents. The Subrecipient must include all required federal contract language in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback

Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).

- **Certified Payroll Reports:** The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
 - **On-Site Employee interviews:** The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **CDBG-DR required data** as applicable to type of infrastructure project, including but not limited to:
 - # of Public Facilities
 - # of Linear feet of public improvement
 - # of Elevated Structures
 - # of Acres of newly added or improved green space
 - # of Structures hardened against future flood events
 - # of Linear feet of water lines
 - # of Pump stations repaired/replaced
 - # of Linear feet of sewer lines
 - # of Non-residential buildings

Required Data for this project is **# of Public Facilities: 1**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A
McKenzie School District HVAC System Upgrade

**Planning, Infrastructure, and Economic Revitalization (PIER) Program
 Infrastructure Allowable Program Activities and Program Requirements⁵**

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

The McKenzie School District will complete a district-wide upgrade of its cooling and heating system. The new systems will support the filtration of clean air in the case of local wildfires. The outcomes will be improved systems that are more efficient. The improvements will also provide a safe space that can be used in future disasters, for sheltering community residents, as well as centers for heat emergencies. The school district has been considered the “hub” of the community and following the fires it hosted the relief center, community forums, community resource fairs, meetings for fire updates, and the base camp for fire personnel.

3. Milestones

The milestones established for this project are:

Activity	Date
Procure Engineering Firm	July 1, 2025
Complete Final Design	September 1, 2025
Advertise for Construction Bids	October 1, 2025
Bid Opening	November 1, 2025
Construction Begins	December 1, 2025
Construction Completion	July 31, 2028
Project Closeout	February 2, 2029

⁵ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

4. Eligible Areas

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is **Lane County**.

5. National Objective:

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low- and Moderate-Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
 - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.
- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective for this project is **Urgent Need**.

The McKenzie School District has been considered the "hub" of the McKenzie community. Prior to the fire, the district often hosted community centered events. Following the fire, this became a more pivotal role for the district. It hosted the relief center, community forums, community resource fairs, meetings for updates, the base camp for fire personnel and more. With this designation and the need to serve the community in this capacity the school district has the

urgent need of providing facilities with adequate HVAC systems to provide clean, cool air, which is essential, especially when the space is utilized as a basecamp for firefighters. The new systems will support the filtration of clean air in the case of local wildfires.

The project activities respond to the stated urgent needs in the Action Plan 2.3.1.4 Parks, Recreation and Other Facilities. While this area was not physically damaged by the fire it served as a safe area for residents, fire personnel, and students.

This project's improvements and new infrastructure will be an investment in the enhancement of resiliency for the next disaster. The outcomes will be improved systems that are more efficient and will also provide a safe space that can be used in future disasters for sheltering community residents.

6. Allowable Program Activities

6.1. Disaster Tie-Back or Mitigation: Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

This project is a **mitigation** activity. The HVAC updates will ensure the school district can provide adequate space for sheltering and other activities related to future disasters.

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.

- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project is **Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

- qqq) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- rrr) Secure equipment, technology and workspace required to support program management operations for each project.
- sss) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- ttt) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- uuu) Act as point of contact between OHCS, its representatives and contractors.
- vvv) Lead coordination and control over execution of approved Project activities.
- www) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- xxx) Lead and coordinate the implementation of change management, risk management and quality assurance.
- yyy) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- zzz) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.

- aaaa) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- bbbb) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- cccc) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
- dddd) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
- eeee) Review and maintain backup documentation of all Project request for Reimbursements.
- ffff) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- gggg) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training.

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG–DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and

standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.

- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** All contract documents. The Subrecipient must include all required federal contract language is included in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
 - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
 - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation

should be organized and easily accessible for state and federal monitoring and audits purposes.

- **CDBG-DR required data** as applicable to type of infrastructure project, including but not limited to:
 - # of Public Facilities
 - # of Linear feet of public improvement
 - # of Elevated Structures
 - # of Acres of newly added or improved green space
 - # of Structures hardened against future flood events
 - # of Linear feet of water lines
 - # of Pump stations repaired/replaced
 - # of Linear feet of sewer lines
 - # of Non-residential buildings

Required Data for this project is **# of Public Facilities: 1**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A
Holiday Farm Fire Business Recovery Fund

Planning, Infrastructure, and Economic Revitalization (PIER) Program
Economic Revitalization Program Activities and Program Requirements⁶

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, “**Allowable Program Activities**”) for the Subrecipient’s delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS’ review and approval (each, a “**Project**” and collectively, the “**Projects**”). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description

Lane County will administer a Business Recovery Fund to provide capital to businesses in Lane County’s McKenzie River Valley affected by the 2020 Holiday Farm Fire. The purpose of the project is to support the economic revitalization and recovery needs of small businesses and communities affected by the Holiday Farm Fire. Capital will be provided in the form of grants and eligible businesses must demonstrate:

- Operations before the fire
- Physical location within the footprint of the fire
- Negative impact to revenue post-fire
- Attest that funds will be used for qualifying purposes, such as operating capital, inventory, and equipment purchases

Grant funds will not be allowed for construction purposes.

3. Milestones

Milestones for this project include:

Activity	Date
Project Begins: application templates, selection criteria, marketing materials created, marketing/outreach efforts, small business support	August 1, 2025
First Round Application Window Opens: application review, information requests, grantee selection, grants awarded	November 1, 2025

⁶ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

Second Round Application Window Opens: application review, information requests, grantee selection, grants awarded	June 1, 2026
Grant Funding Completed	January 31, 2027
Program Closeout	June 30, 2027

Subrecipient must establish a timeline for which the jobs are to be created in their program policy.

4. Eligible Areas

The following is a list of the eligible disaster counties for PIER funding. Proposed economic revitalization projects and loan or grant recipients must occur or be located in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this program is **Lane County**.

5. Allowable Program Activities

Subrecipient shall design and implement an eligible economic revitalization program called the Business Recovery Fund as approved by OHCS under the PIER Program. Subrecipient shall create program policies and procedures, materials, guidelines and an outreach plan. Subrecipient must submit program policies and procedures to OHCS for written approval prior to the start of the Business Recovery Fund.

Subrecipient’s approved Economic Revitalization program must meet one or more of the following eligible activities as defined by the Housing and Community Development Act of 1974 Section 105 (a):

- Assistance to microenterprises, defined as businesses with 5 or fewer employees (including the owner[s]). Assistance to microenterprises include:
 - Grants, loans, loan guarantees and other forms of financial support for the establishment, stabilization, and expansion of microenterprises
 - Technical assistance, training, counseling, and business support services to owners of microenterprises and persons developing microenterprises,
 - General support, such as peer support programs, counseling, childcare, and transportation, to owners of microenterprises and persons developing microenterprises

- Provision of assistance to a private for-profit business for any activity where the assistance is appropriate to carry out an economic development project, such as job training and workforce development, loans, or grants to businesses.
- Installation or improvements to public facilities that will provide a benefit to one or more commercial business to create employment and/or economic opportunities for the impacted community(ies).
- Provision of assistance to an eligible organization to carry out a community economic development program or project.

The Eligible Activities for this Business Recovery Fund are:

- **For Profit Business Assistance (HCDA 105(a)(17))**
- **Microenterprise Assistance (HCDA 105(a)(22))**

5.1. Disaster Tie-Back or Mitigation: Subrecipient's Business Recovery Fund economic revitalization program requirements, projects, and loan or grant awards must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area, and directly or indirectly support new housing and/or replacement of damaged housing. An exception is assistance for a business not directly impacted by a qualifying disaster but relocating or providing a service to an impacted community. Program requirements, projects, and loan or grant awards involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. A sample mitigation activity includes hardening of commercial buildings to ensure the ability to operate during emergency and disaster events.

This Project is a recovery activity that will establish a Business Recovery Fund to provide capital resources to businesses that were affected by the 2020 Labor Day fires.

6. National Objective

All proposed economic revitalization projects and loan or grant awards under this program must meet a national objective to be eligible for assistance. A project, loan or grant must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need. Subrecipient shall follow the requirements to meet a national objective as outlined in the PEIR Policy Manual.

- **Low- and Moderate-Income Area Benefit (LMA):** To document the LMI Area Benefit national objective, the Subrecipient must:
 - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels, or
 - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51% LMI.

- Low- and Moderate-Income Limited Clientele (LMC and LMCMC): To document the LMI Limited Clientele national objective, the Subrecipient must use one of the following methods:
 - Confirm beneficiaries are persons whose household income does not exceed the low to moderate income limit, beneficiaries reside within the jurisdiction the program serves and at least 51% of the beneficiaries are LMI persons, or
 - Under microenterprise activities, confirm the business owner(s) is(are) persons whose household income does not exceed the low to moderate income limit, or
 - Confirm the beneficiaries are presumed LMI and maintain program-level documentation demonstrating the services will predominantly benefit a presumed LMI group.
- Low- and Moderate-Income Jobs (LMJ): To document the LMI Jobs national objective, the Subrecipient must use one of the following methods:
 - Confirm the projected number of jobs to be created, the number of jobs actually created, job title, name and income status of the person who filled each position and full-time equivalency status of jobs, or
 - Documentation from the assisted business to retain a specified number of jobs of which 51% must be retained by LMI persons, job title and full-time equivalency status of jobs.
- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
 - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place, and
 - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the [ReOregon Action Plan](#).

The National Objective will be established once each business project is selected by the subrecipient.

7. Projects Selection and Approvals

The Subrecipient shall prepare and submit to OHCS all Project(s), loan(s), or grant(s) documentation, to include but not limited to:

- Loan or grant application with supporting documentation
- Underwriting documentation
- Loan or grant agreement
- Collateral and loan security documentation
- National Objectives support documentation
- Use of funds
- Cost estimates
- Loan or grant compliance documentation

Subrecipient shall establish and maintain an Application Review Committee and must obtain approval from the Application Review Committee and OHCS prior to issuing a Project, loan or grant award.

Subrecipient shall submit all Project, loan and grant recommendations to OHCS prior to approval. OHCS reserves authority and discretion to review and require revision before approving the use of Grant funds for a Project, loan or grant award. If there are any changes in project description, timelines or budget allocation, Subrecipient must obtain OHCS approval in writing.

8. Limitations pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

9. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services. The Subrecipient may also select a subgrantee to perform management services. Management services include but are not limited to the following roles and responsibilities:

- hhhh) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
- iiiii) Secure equipment, technology and workspace required to support program management operations for each project.
- jjjjj) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- kkkk) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- llll) Act as point of contact between OHCS, its representatives and contractors.
- mmmm) Lead coordination and control over execution of approved Project activities.
- nnnn) Advertise the program and conduct other forms of outreach.
- oooo) Establish, or make any necessary revisions to, the economic revitalization program design, procedures, and forms.
- pppp) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- qqqq) Lead and coordinate the implementation of change management, risk management and quality assurance.

- rrrr) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- ssss) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings and stakeholder engagements.
- tttt) Coordinate, support and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- uuuu) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- vvvv) Coordinate documentation submission for the approved Project, loan or grant.
- wwww) Track and report status and performance of approved Project, loan or grant.
- xxxx) Establish and maintain a consistent method for recording monthly payments, with up-to-date ledgers and timely reconciliations.
- yyyy) Establish penalties and default procedures for loans.
- zzzz) Monitor recipient's creation of jobs and report information to OHCS.
- aaaaa) Review and maintain backup documentation of all Project request for Reimbursements.
- bbbbbb) Maintain documentation of all loan repayments.
- ccccc) Identify, communicate and resolve delays or situations that affect the scope, budget or schedule of the Project.
- dddddd) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.
- eeeeee) Collect and maintain national objective documentation.

10. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Receive Technical Assistance for 2 CFR 200 financial policies and financial best practices.
- Complete all required PIER training.

11. Content of Project Files for Economic Revitalization Program

The following items are required and shall be available as part of the project file for all economic revitalization projects, loans or grants awarded PIER funding:

- **Policies and Procedures:** Policies and Procedures for the Business Recovery Fund economic revitalization program
- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review and budget of the project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.

- **Applicant Files:** Comprehensive individual applicant level files that include award, selection process, eligible uses of funds, underwriting and other documentation demonstrating compliance with written program policies and procedures.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, including labor compliance, Section 3, Section 504, affirmatively furthering fair housing, other civil rights requirements, citizen participation, language access and all other requirements associated with CDBG-DR funding.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project, loan or grant. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Engineering and Design Plans:** Development of detailed engineering and design plans for the any commercial or public facilities project. These plans should meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components.
- **Permitting and Approvals:** Documents demonstrating that subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, as well as compliance with zoning and land use regulations.
- **Construction and Implementation:** Execution of the commercial or public facilities project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the economic revitalization project, loan or grant. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the economic revitalization project, loan or grant.
- **Project Documentation:** Comprehensive documentation of all project, loan or grant activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **Public Benefit Waiver Documentation:** Documentation on the creation and retention of total jobs; the number of jobs within appropriate salary ranges, the average amount of assistance provided per job, by activity or Program; and the types of jobs for all Projects, loan and grant awards in the Program.
- **Performance Data:** CDBG-DR required data as applicable to type of Economic revitalization project, including but not limited to:
 - # of Permanent jobs created
 - # of Permanent jobs retained
 - # of Female head of household

- # of Persons with disability
- # of Demographic data for beneficiaries
- # of non-Residentials building rehabilitated
- # of Businesses assisted
- # of Loans provided for rehabilitation

Required data for this project will be **# of Business Assisted: 15**

*Actual quantity of Businesses Assisted will be established once each business project is selected by the subrecipient.

- **Closeout:** Completed closeout packet in a form provided by OHCS.

12. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

**EXHIBIT B
INSURANCE
REQUIREMENTS**

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

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Subrecipient is an employer subject to any other state’s workers’ compensation law, Subrecipient shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not Required**

Automobile Liability Insurance covering Subrecipient’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000

for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not Required**

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

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required **Not Required**

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

EXCESS/UMBRELLA INSURANCE:

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

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subrecipient will obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Subrecipient or the Subrecipient's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subrecipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Subrecipient's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Subrecipient termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall provide to Agency Certificate(s) of Insurance or Letter of Self Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

EXHIBIT C
Federal Grant Award Information

Contact Information

OHCS:

Danielle Dorrington
PIER Program Analyst
Address: 725 Summer St NE, Suite B
City, State, ZIP: Salem, OR 97301
Telephone:

Subrecipient:

Megan Heurion
Sr. Program Services Coordinator
Address: 125 E 8th Ave
City, State, ZIP: Eugene, OR 97401
Telephone: 541-852-8259

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3, 2023
4. This federal award does not have an Indirect Cost Rate for OHCS, negotiated or de minimus. (OHCS will provide reimbursement for Indirect Costs for the Subrecipient under this grant Agreement.)
5. Subrecipient's unique entity identifier: **XCLAXTCSJF71**

EXHIBIT D
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND REQUIREMENTS

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement. In addition, Subrecipient shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The Subrecipient shall include these terms and conditions in all subcontracts or purchase orders directly servicing this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of the Subrecipient to be aware of any changes hereto, to amend and implement such changes and to ensure subcontract terms and conditions are modified as necessary, if any.

General Provisions:

1. GENERAL COMPLIANCE

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of OHCS' responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Subrecipient does not assume any of OHCS' responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpart A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable OHCS' policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the ReOregon Website (<https://re.oregon.gov>) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

2. REPORTING REQUIREMENTS

The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by OHCS. The Subrecipient shall cooperate with all OHCS efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

3. FINANCIAL & PROGRAM MANAGEMENT

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its Program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information (<https://www.fsrc.gov/>).

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. 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 HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subrecipient represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611. Additionally, the Subrecipient shall notify OHCS as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that OHCS is able to assess such actual or potential conflict. The Subrecipient shall provide OHCS any additional information necessary to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by OHCS, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

When subcontracting, the Subrecipient shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- a) Placing unreasonable requirements on firms in order for them to qualify to do business.
- b) Requiring unnecessary experience and excessive bonding.
- c) Noncompetitive pricing practices between firms or between affiliated Companies.
- d) Noncompetitive awards to consultants that are on retainer contracts,
- e) Organizational conflicts of interest.
- f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g) Any arbitrary action in the procurement process.

The Subrecipient represents to OHCS that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement. The Subrecipient will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. COPELAND “ANTI-KICKBACK” ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by Subrecipient, or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Subrecipient and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

12. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by Subrecipients or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Subrecipient shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Subrecipient shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rates of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient.
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

- (viii) Activities sponsored by the Subrecipient including social or recreational Programs; and
- (ix) Any other term, condition, or privilege of employment.

- b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipients' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the Subrecipient agrees as follows:

- a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

d) The Subrecipient will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g) In the event of the Subrecipient's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

h) Subrecipient shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33

U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a) A stipulation by the Subrecipient or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d) Agreement by the Subrecipient that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Agreement, the Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement 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.

a) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, 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 part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient'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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 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 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75

require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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. § 5307) 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).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

19. FAIR HOUSING ACT

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

20. ENERGY POLICY AND CONSERVATION ACT

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

21. POLITICAL ACTIVITY

Subrecipient agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a OHCS Subrecipient, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The Subrecipient may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

22. RELIGIOUS ACTIVITY

The Subrecipient agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

23. FLOOD DISASTER PROTECTION ACT OF 1973

The Subrecipient will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

24. LEAD BASED PAINT

The Subrecipient must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

25. VALUE ENGINEERING

The Subrecipient must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

26. DRUG-FREE WORKPLACE

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

27. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. OHCS reserves the right to direct specific reasonable recognition

requirements on a case-by--case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

28. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

29. DOCUMENTATION AND RECORD KEEPING

The Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OHCS. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken.
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Programs, as modified by the HUD Notices.
- c) Records required to determine the eligibility of activities.
- d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds.
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program.
- f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200.
- g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

30. ACCESS TO RECORDS

OHCS, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

31. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

The Subrecipient shall retain all official records on Programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between OHCS and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).) Records shall be made available to OHCS upon request.

32. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

The Subrecipient must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or OHCS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with OHCS CDBG-DR Personally Identifiable Information Policy, as found in the ReOregon Website ([link]), which is herein included and made integral part of this Agreement, as it may be updated from time to time. The Subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

33. CLOSE-OUT

The Subrecipient shall comply with the provisions of 2 C.F.R. § 200.344. The Subrecipient's obligation to OHCS shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to OHCS), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD), balances, and accounts receivable to OHCS, determining the custodianship of records, and the Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

34. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed

necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

35. SINGLE AUDIT

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify OHCS and shall report that event in the corresponding monthly progress report.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

36. INSPECTIONS AND MONITORING

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with the approved application. In addition, all activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to OHCS. The Subrecipient may report these matters via the monthly Performance Report or may contact OHCS, as appropriate, at any other time.

The Subrecipient shall permit OHCS and auditors to have access to the Subrecipient's records and financial statements as necessary for OHCS to meet the requirements of 2 C.F.R. Part 200.

37. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues. In response to

audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

38. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. OHCS must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

The Subrecipient shall include all applicable OHCS' conditions (as revised from time to time by OHCS in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down these Conditions, as well as termination for convenience of OHCS, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts, Standard Clauses for Contracts with OHCS, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

39. NONDISCRIMINATION

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any Program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to Programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD Programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD Programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

40. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the definition of “building” as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

41. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

a) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein,

shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

c) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used, when possible, when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE’s. Subrecipient shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (<https://re.oregon.gov>) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

d) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

42. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this sub shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The Subrecipient agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

43. CITIZEN GRIEVANCES

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the Program so that OHCS may respond appropriately within fifteen (15) business days of the receipt of the complaint.

44. TECHNICAL ASSISTANCE AND TRAININGS

The Subrecipient shall certify attendance for any and all technical assistance and/or applicable program trainings that the OHCS requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

45. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property

acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

46. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this Agreement and its exhibits, in accordance with 2 C.F.R. § 200.208, OHCS reserves the right and authority to impose additional specific conditions under any of the following circumstances:

- a) At the OHCS' sole discretion when OHCS finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR funds allocated under this Agreement or any other agreement with OHCS.
- b) When Subrecipient fails to meet expected performance goals under this Agreement.
- c) When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- d) When, in the OHCS' sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-DR Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition OHCS deems reasonable and necessary to safeguard Federal funds or the OHCS' interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

47. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used

to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

EXHIBIT E

The approved project budget is attached as Exhibit E.

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Lane County	Estimated Project Duration for Personnel Budgeting
PROJECT STATUS:	Not Applicable	START DATE: 1/1/2024
PROGRAM:	Planning, Infrastructure, and Economic Revitalization	END DATE: 10/31/2028
CONTRACT NUMBER:	IBJ	DURATION (TIME): 3 Years, 11 Months, 30 Days
CONTRACT LINE:	7.357.581.23	DURATION (COST/YEAR): 400

Personnel Role	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Source	Additional Funding	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Dr. Program Services Coordinator	annual salary	4.00	30%	149,707.27	339,414.54			339,414.54		
Chairman Recovery Manager	annual salary	4.00	30%	247,054.93	494,209.86			494,209.86		
Grant Strategy Program Manager	annual salary	4.00	10%	195,458.70	78,183.48			78,183.48		
Program Services Coordinator	annual salary	3.00	30%	141,969.72	242,864.38			242,864.38		
Special Districts Project Manager	annual salary	4.00	15%	181,172.25	108,713.32			108,713.32		
	annual salary	0.00	0%	-	-			-		
	annual salary	0.00	0%	-	-			-		
	annual salary	0.00	0%	-	-			-		
	annual salary	0.00	0%	-	-			-		
	annual salary	0.00	0%	-	-			-		
	annual salary	0.00	0%	-	-			-		
Total Personnel (Salaries/Benefits)					1,243,447.82			1,243,447.82		

Pass Through Funding	Unit	Quantity	Rate	Estimated Budget	Other Source	Additional Funding	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Upper McLander RFPD, McLander FRP				\$ 1,073,000.00			1,073,000.00		
McLander Race Facility				\$ 450,000.00			450,000.00		
Blue River Park Recovery				\$ 817,000.00			817,000.00		
McLander River Truck Improvement				\$ 500,000.00			500,000.00		
McLander School District HVAC				\$ 750,000.00			750,000.00		
Hickory Farm Fire Business Recovery Fund				\$ 2,000,000.00			2,000,000.00		
Total Contracts/Grants/Agreements				5,670,000.00			5,670,000.00		

Contractual	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Source	Additional Funding	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Lane Council of Governments	each	2.00	Unit	100,000.00	200,000.00			200,000.00		Assistance with writing RFPs, contracts, and technical assistance related to administering a COBG grant
Vendor Contract #3	each	0.00		-	-			-		
Vendor Contract #3	each	0.00		-	-			-		
Total Contracts/Grants/Agreements					200,000.00			200,000.00		

Travel	Unit	Quantity	Rate	Estimated Budget	Other Source	Additional Funding	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Airfare & Transportation	trip	4.00	1,800.00	7,200.00			7,200.00		Annual COBG-OR travel for training during performance period for two assigned personnel
Lodging	nights	24.00	157.00	3,768.00			3,768.00		GSA rate 3 nights of lodging for each trip
Meals & Incidental Expenses	days	31.00	84.00	2,751.00			2,751.00		GSA rate, 4 days of travel for each conference
Mileage	miles		0.70	-			-		
Total Travel				13,720.00			13,720.00		

Other Direct Costs (ODCs)	Unit	Quantity	Rate	Estimated Budget	Other Source	Additional Funding	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Telephone Services	each	4.00	400.00	2,400.00			2,400.00		
General Liability	each	4.00	800.00	3,200.00			3,200.00		Lane County maintains a comprehensive program of self-insurance and purchase excess coverage to protect County interests to the extent permitted by law. This line item reflects that insurance coverage cost.
Fleet Equipment Maintenance	each	4.00	1,250.00	5,000.00			5,000.00		Cost of Lane County fleet vehicle in lieu of mileage reimbursement
Office Supplies	each	4.00	1,250.00	5,000.00			5,000.00		Office supplies, printing and binding, advertising and publicity
Technology Services	each	4.00	12,500.00	50,000.00			50,000.00		IT support, replacement PC services, software, licensing renewals, infrastructure replacement
Total Other Direct Costs				45,600.00			45,600.00		

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	[BLANK]	COBG-OR Budget	[BLANK]	Description / Notes / Source of Info
Facilities & Admin				11.4%	1,243,447.82			141,793.41		
Total Facilities & Admin					1,243,447.82			141,793.41		
TOTAL PROJECT BUDGET								\$ 7,357,581.23		* If cell is red, project budget exceeds NTE contract amount and no
TOTAL COBG-OR BUDGET								\$ 7,357,581.23		



SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column 9) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

* Line	Name (Ex: Last Name, Firt)	Role / Title (Ex: Program Manager)	Duration (in years; max=50)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Hewitt, Megan	Sr. Program Services Coordinator	4.00	\$ 88,028.60	\$ 89,968.00	5.00%	15.00%	\$ 169,707.27	Will do procurement, write contracts, pay invoices, and provide other administrative support for projects. The rest of the FTE will be covered by AFD.
2	McRae, Matt	Disaster Recovery Manager	4.00	\$ 128,385.39	\$ 87,127.99	5.00%	15.00%	\$ 247,104.95	Will work with project leads to ensure projects are running smoothly and supervise Sr Program Service Coordinators work. Responsible for overall program management. The rest of the FTE will be covered by AFD.
3	Dreher, Alex	Grant Strategy Program Manager	4.00	\$ 107,120.00	\$ 84,272.00	5.00%	15.00%	\$ 198,658.70	Internal quality assurance and grant monitoring support. Will quality check that invoices are paid properly.
4	Wells, Staff	Program Services Coordinator	3.00	\$ 88,028.60	\$ 89,968.00	5.00%	15.00%	\$ 161,909.72	Frontline assistance with procurement, contracts, and paying invoices for projects. Year 1 and 2 of grant.
5	Woodard, Rob	Special Districts Project Manager	4.00	\$ 92,851.00	\$ 65,000.00	5.00%	15.00%	\$ 181,192.00	Project Manager for Blue River Park and Lockside Schools HVAC.
6									This total budget is based on the assumption that ICF will be providing technical assistance to Lane County as part of their contract with OCF.
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Unweighted, Proportional Distribution of Activity Delivery Costs (ADC)

Project	Project Budget	Adjusted %	ADC Distribution
McKenzie Fire and Rescue	\$1,073,000.00	18.28%	\$ 308,479.50
McKenzie Food Pantry	\$650,000.00	11.07%	\$ 186,870.15
Blue River Park Recovery	\$897,000.00	15.28%	\$ 257,880.81
McKenzie River Track Improvement	\$500,000.00	8.52%	\$ 143,746.27
McKenzie School District HVAC	\$750,000.00	12.78%	\$ 215,619.41
Lane County Business Recovery Fund	\$2,000,000.00	34.07%	\$ 574,985.09
Total Contracts/Grants/Agreements	5,870,000.00	100.00%	\$ 1,687,581.23

Weighted, Proportional Distribution of Activity Delivery Costs (ADC)

Project	Project Budget	Weighted Amounts	Raw Weighted Amounts
McKenzie Fire and Rescue	\$1,073,000.00	70.00%	\$751,100.00
McKenzie Food Pantry	\$650,000.00	130.00%	\$845,000.00
Blue River Park Recovery	\$897,000.00	130.00%	\$1,166,100.00
McKenzie River Track Improvement	\$500,000.00	130.00%	\$650,000.00
McKenzie School District HVAC	\$750,000.00	130.00%	\$975,000.00
Lane County Business Recovery Fund	\$2,000,000.00	70.00%	\$1,400,000.00
Total Contracts/Grants/Agreements	5,870,000.00		\$5,787,200.00

Weighted Assumptions

Reduced Capacity Projects	130%
High Capacity Project	70%