Memorandum Date: March 5, 2024

Order Date: March 19, 2024

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| TO: | Board of County Commissioners |
| DEPARTMENT: | Administration |
| PRESENTED BY: | Steve Adams, Lane County Policy Director |
| AGENDA ITEM TITLE: | MOTION/ORDER: In the Matter of Accepting a Grant from Business Oregon for Community Development Block Grant Funds and Delegating Authority to the County Administrator to Execute and Administer a Resultant Contract with Saint Vincent dePaul |

## I. MOTION

Approve the following:

1. Accept a grant from Business Oregon for $500,000 in Community Development Block Grant funds for the Regional Housing Rehabilitation Program (RHRP); and
2. Enter into a contract with Saint Vincent dePaul, passing through CDBG funding to implement the Regional Housing Rehabilitation Loan Program; and
3. Authorizing the County Administrator to designate the Policy Director as the "Certifying Officer" for executing site-specific environmental reviews related to the RHRP.

## II. AGENDA ITEM SUMMARY

Business Oregon awarded Lane County $500,000 in 2023 Community Development Block Grant (CDBG) funding for the Regional Housing Rehabilitation Loan Program (RHRP) and on February 28, 2024, Business Oregon sent contract documents to Lane County for signature. Lane County applied for this grant with Saint Vincent dePaul as the administrator of the RHRP program. CDBG funding from Business Oregon will be passed through Lane County to SVdP, whose staff will make loans to low- and moderate-income households to make health and safety improvements to their homes. These funds require compliance with the federal National Environmental Protection Act (NEPA), and Lane County acts at the Responsible Entity under NEPA. The Business Oregon contract requires Lane County to identify a designated "Certifying Officer" for executing site-specific environmental reviews. We recommend that the Board authorize the Policy Director to be the "Certifying Officer."

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

On August 1, 2023, the Lane County Board of Commissioners (BCC) held a public hearing and authorized the County Administrator to submit an application for $500,000 in Community Development Block Grant funds to Business Oregon which has resulted in a grant award. On July 18, the BCC adopted a resolution pertaining to Fair Housing and on September 26, the BCC adopted a county-wide Language Access Plan. Both are a pre-requisite for applying for CDBG funds.

Lane County has received millions of dollars in Community Development Block Grant funding through various competitions via the State of Oregon since the CDBG program was established in the mid-1970s.

B. Policy Issues

CDBG funding is an avenue to enable the Board of Commissioners to achieve many of its stated policy objectives related to creating and preserving affordable housing, investing in infrastructure, and supporting equitable community services.

C. Board Goals

Lane County's *2022-2024 Strategic Plan* uses three overarching lenses to view policy issues.

**Stewardship of Resources** – a successful application for CDBG funds will increase resources available to low- and moderate-income households in Lane County by making health and safety improvements to homes.

**Equity** – CDBG funds are designed to benefit individuals and households with incomes below 80% of Area Median Income. If successful, the application will benefit homeowners who have low or moderate incomes.

**Collective Impact** – the public hearing is an opportunity for residents to provide input on housing and community development priorities that the Board of Commissioners should consider generally and related to the application for CDBG funding.

CDBG funding also support several Strategic Priorities contained in the *2022-2024 Strategic Plan*.

Priority #2: Funding for the Regional Housing Rehabilitation Loan Program will support the preservation of naturally occurring affordable housing for low- and moderate-income households by resolving health and safety concerns for up to 19 households.

D. Financial and/or Resource Considerations

No cash match is required for this grant, however, administering the grant will require staff time that is not reimbursable under the grant. The full grant amount ($500,000) will be passed through to Saint Vincent DePaul to carry out the Regional Rehabilitation Loan Program, benefitting approximately 19 households with health and safety improvements to their homes.

E. Health Implications

Through the Regional Housing Rehabilitation Loan Program, the administrator, Saint Vincent dePaul, makes secured loans to low- and moderate-income homeowners to correct health, safety and structural deficiencies as well as accessibility modifications to help enable homeowners to remain in their homes. Loan payments are deferred and due only upon sale or transfer of the property. The proceeds from a sale or transfer are repaid to the program, enabling additional loans over time. If loans funds are not replenished through additional CDBG funds, fewer households would be served and the housing stock supporting low- and moderate-income households would degrade, negatively impacting health.

F. Analysis

The Regional Housing Rehabilitation Loan Program (RHRP) was established in 2001 by Lane County and several cities to provide a regional approach to meet housing rehabilitation needs for low and moderate-income homeowners. St. Vincent de Paul Society of Lane County (SVdP) acts as the non-profit administrator and manager for the program. SVdP is responsible for all grant activities including management of the Revolving Loan Fund. Member jurisdictions that participate in the program are Lane County and the non-metropolitan cities of Cottage Grove, Oakridge, Westfir, Lowell, Florence, Junction City, Veneta and Creswell. Loan amounts range from $25,000 to $35,000, the interest rate is 3% and the loan is payable only upon sale or property transfer. As long as the borrower remains in the home, payment is not required. The current balance of funds for this program is approaching minimum levels. CDBG funding will replenish the Loan Fund and assist up to 19 new households.

Lane County was awarded $500,000 in federal CDBG funds, which originated from the federal Department of Housing and Urban Development, for this program from Business Oregon. Acceptance of federal funding requires that Lane County be responsible for complying with myriad federal requirements, including the National Environmental Protection Act (NEPA). Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in

compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. Saint Vincent DePaul will be responsible for drafting documentation to demonstrate compliance with NEPA for all of the construction related activities under this grant. The Business Oregon contract requires Lane County to identify a designated "Certifying Officer" for executing site-specific environmental reviews. We recommend that the Board authorize the Policy Director to be the "Certifying Officer."

G. Alternatives/Options

The County could decline the grant. Declining the grant after applying for it would negatively impact Lane County's ability to apply for CDBG funding in future. Saint Vincent dePaul is not eligible to apply for CDBG funding on its own and would need to apply with a different local jurisdiction to receive CDBG funding to continue the program. Declining to shift the authority for signing environmental review documentation from the County Administrator to the Policy Director may delay renovations to homes.

## IV. RECOMMENDATION

Staff recommend accepting the CDBG grant from Business Oregon, passing those funds through to Saint Vincent dePaul, and delegating authority to the Policy Director to be the "Certifying Officer" for site-specific environmental review forms. This will position the County to apply for CDBG funding in future years.

## V. TIMING/IMPLEMENTATION

Once the contracts with Business Oregon and Saint Vincent DePaul are executed, work can begin on the grant. Funds are made available on a reimbursement basis. Grant funds are available for 24 months after contract execution date.

## VI. FOLLOW-UP

The RHRP program will be monitored by Lane County staff and progress updates can be made available throughout the course of the program.

## VII. ATTACHMENTS

1. Board Order
    a. Exhibit A: State of Oregon CDBG RHRP Contract

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

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|---|---|
| ORDER NO. 24-03-19-03 | In the Matter of Accepting a Grant from Business Oregon for Community Development Block Grant Funds and Delegating Authority to the County Administrator to Execute and Administer a Resultant Contract with Saint Vincent dePaul |

WHEREAS, In September 2023 Lane County applied for a Community Development Block Grant (CDBG) from Business Oregon; and

WHEREAS, as a result, Business Oregon awarded Lane County $500,000 in CDBG grant funding for the Regional Housing Rehabilitation Loan Program (RHRP); and

WHEREAS, Saint Vincent dePaul will administrator the program and CDBG funding will be passed through Lane County to SVdP, whose staff will make loans to low- and moderate-income households to make health and safety improvements to their homes; and

WHEREAS, Lane County acts at the Responsible Entity under NEPA, and Business Oregon requires Lane County to identify a designated "Certifying Officer" for executing site-specific environmental reviews.

NOW, THEREFORE, the Board of Commissioners of Lane County ORDERS as follows:

1. Accept a grant from Business Oregon (Exhibit A) for $500,000 in Community Development Block Grant funds for the Regional Housing Rehabilitation Program (RHRP); and

2. Enter into a contract with Saint Vincent dePaul, passing through CDBG funding to implement the Regional Housing Rehabilitation Loan Program as a subrecipient; and

3. Delegating the County Administrator to designate the Policy Director as the "Certifying Officer" for executing site-specific environmental reviews related to the RHRP.

ADOPTED this 19th day of March, 2024.

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Laurie Trieger, Chair
Lane County Board of Commissioners

Exhibit A

**STATE OF OREGON**
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REGIONAL HOUSING REHABILITATION GRANT CONTRACT

"Regional Housing Rehabilitation Program of Lane County "

This Contract, project number H23008, dated as of the date of its last signature, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and Lane County, Oregon ("Recipient"). This Contract becomes effective on the date ("Effective Date") when fully signed and approved as required by applicable law.

This Contract includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

1. This Contract without any Exhibits;
2. Special Conditions of Award for Housing Rehabilitation Grant Contracts, attached as Exhibit A;
3. Recipient's Certification of Compliance with State and Federal Laws and Regulations attached as Exhibit B, and Certification Regarding Lobbying, attached as Exhibit C; and
4. The approved Project Budget showing breakdown of sources of funds, attached as Exhibit D.
5. Information Required by 2 CFR § 200.332(a)(1), attached as Exhibit E.

## SECTION 1 - GRANT

A. Grant. In reliance upon Recipient's application dated 29 September 2023 ("Application"), and certifications in the form of Exhibit B and Exhibit C, OBDD agrees to provide Recipient Community Development Block Grant ("CDBG") funds in the amount of $500,000, the use of which is limited to the project as defined in Sections 2.A. and 2.B. ("Project"). The use of these funds is also subject to the Project budget in Exhibit D and the Special Conditions of Award for Housing Rehabilitation Grant Contracts in Exhibit A.

B. Disbursement. OBDD shall disburse the grant funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must request disbursements of grant funds on an OBDD-provided or OBDD-approved disbursement request form. All expenses and incurred costs are subject to approval by OBDD.

C. Appropriations. All disbursements are subject to the condition that OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

## SECTION 2 - PROJECT ACTIVITIES

A. Recipient agrees to perform the Project activities in accordance with the Project activities described in Recipient's Application accepted by OBDD, and this Section 2. Any changes to the Project activities must receive prior written approval by OBDD.

B. Recipient shall provide three percent (3%) deferred payment loans to low- and moderate-income (as defined in the CDBG Program Guidelines) homeowners in the cities of Oakridge and Westfir, and in the unincorporated areas of Lane County outside the incorporated cities of Eugene and Springfield, to upgrade their homes and eliminate safety and health hazards. Homes with identified substandard conditions must be the primary target for rehabilitation funds. For each project, Recipient shall ensure that a housing construction inspector reviews all work performed and inspects the property to

assure compliance with CDBG program standards. Recipient shall ensure homeowners employ only licensed and bonded contractors to have the repair work done.

C. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to OBDD, within 24 months from the Effective Date ("Project Completion Deadline").

D. Recipient shall provide marketing of the CDBG program to ensure that interested and eligible homeowners are aware of the program and how to apply for assistance. Recipient must submit all such materials to OBDD for prior review and approval.

E. Reserved.

F. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project must be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

G. Determination. OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

## SECTION 3 - COMPLIANCE WITH LAWS

Recipient agrees to comply, and cause its agents, contractors and subrecipients to comply, with all applicable state and federal laws, regulations and policies applicable to the use, administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:

1. Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.

2. Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).

3. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding $100,000 for any single construction contractor, construction activity or any non-construction activity that leads to construction (such as engineering, architectural, program management).

4. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and its regulations at 24 C.F.R. §§1.1-1.10 (1997). The Recipient will immediately take any measures necessary to effectuate this assurance.

5. Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996). Recipient will affirmatively further fair housing.

6. Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and its regulations at 24 C.F.R. §§107.10-107.65 (1997).
7. Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to 60-999.1 (1997).
8. The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
9. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
10. Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and its regulations at 24 C.F.R. §§35.1-35.98 (1997).
11. The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
12. 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
13. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
14. All program and grant administration requirements in OBDD's 2024 Program Guidelines (Method of Distribution) and its CDBG Grant Management Handbook.
15. ORS §656.017 regarding Workers Compensation coverage, unless exempt under ORS §656.126. Recipient shall insure that each of its contractors and subcontractors comply with these requirements.
16. When procuring goods or services to be paid for in whole or in part with Grant funds, Recipient shall comply with the Oregon Public Contracting Code, Chapters 279A, B, and C. The Oregon Model Rules for public bidding and contracting in Oregon Administrative Rules Chapter 137, Divisions 046, 047, 048 and 049 apply if Recipient or its public contract review board has not adopted its own rules. If Recipient or its public contract review board has adopted its own rules, those rules apply.
17. Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

## SECTION 4 - COVENANTS OF RECIPIENT

A. Recipient covenants its Project will meet the following national objective:

Activities primarily benefiting low- and moderate-income persons (24 C.F.R. 570.483(b)).

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to Project activities, or any person who is in a position to participate in a decision-making process or gain inside information with regard to the Project, or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial

interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations to be so incorporated.

D. Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions a certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

E. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

F. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

G. Federal audit requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant."

(1) If Recipient receives federal funds in excess of $750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

H. Recipient shall grant OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives,

access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to perform examinations and audits and make excerpts, transcripts and copies. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of six (6) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

I. Recipient shall require and cause its subrecipients to comply with the requirements of Sections 4.F, 4.G. and 4.H. above.

J. Recipient shall follow applicable public records law to provide citizens with reasonable access to records regarding the use of the CDBG funds. Consistent with public records law, Recipient shall, and shall cause or require its subrecipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Contract. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Recipient shall, and shall cause or require its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

K. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.

L. Recipient shall cause all its first tier contractors or subrecipients receiving subcontracts exceeding $100,000 to execute and file with Recipient the certification set forth in Exhibit C hereof.

M. Recipient shall ensure no lead-based paint is used in residential units.

N. Monitoring obligations:

1) Recipient shall fully cooperate with OBDD's monitoring activities, including but not limited to the following: Review of single audits, arrange for limited scope audits, on-site visits, reviewing Recipient reports, requiring prior approval, requiring third party evaluations, providing training and technical assistance, making telephone calls and using such other means of communication such as e-mail in order to ask or answer questions.

2) Recipient shall monitor the activities of its subrecipients to ensure that awards are used for authorized purposes in compliance with applicable laws, regulations and federal grant agreements.

O. Recipient must obtain and maintain supporting documentation for all expenditures and requests for grant funds, including those of subrecipients under their respective contracts with Recipient, with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements specified herein. OBDD may require such other information as it deems necessary or appropriate in its sole discretion.

P. <u>Contributory Liability and Contractor Indemnification</u>.

(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 may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the 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. This Section shall survive termination of this Contract.

## SECTION 5 - DEFAULT; REMEDIES; TERMINATION

A. Defaults. Any of the following constitutes an "Event of Default":

1) If Recipient's, or any of its subrecipient's use of grant funds, violates the terms and conditions of this Contract or applicable law, specifically including but not limited to OAR Chapter 123, Division 80, and that violation continues for a period of thirty (30) calendar days after written notice specifying such violation is given to Recipient by OBDD. In such case and in addition to any other remedy available to OBDD, OBDD may, in its sole and absolute discretion, require that Recipient obtain prior OBDD approval for any expenditures that would otherwise be eligible for reimbursement under this Contract.

2) If Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract.

B. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.

2) Withholding amounts otherwise due to Recipient for application to any amounts due under this Contract; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

3) Barring Recipient from applying for future awards.

4) Requiring repayment of the Grant and any interest earned by Recipient on the Grant.

C. Termination. OBDD may terminate this Contract immediately upon written notice to Recipient:

1) If OBDD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in OBDD's exercise of its reasonable discretion, to fund the Project.

2) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the CDBG grant or payments to be made hereunder are prohibited or OBDD is prohibited from paying for the CDBG grant program from the planned funding source(s).

3) As otherwise provided in this Contract.

In the event of termination under this Section or for any Event of Default, Recipient shall deliver to OBDD all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient, within sixty (60) calendar days of the date of termination. Termination of this Contract shall not impair or invalidate any remedy available to OBDD or Recipient hereunder, at law, or otherwise.

## SECTION 6 - MISCELLANEOUS PROVISIONS

A. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 5 of this Contract.

B. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth on the signature page of this Contract, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

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

D. No Limitations on Actions in Exercise of Governmental Powers. Nothing in this Contract is intended, nor shall it be construed, to in any way limit the actions of OBDD in the exercise of its governmental powers. It is the express intention of the parties hereto that OBDD shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this Contract to the same extent as if it were not a party to this Contract, and in no event shall OBDD have any contractual liability arising under this Contract by virtue of any exercise of its governmental powers.

E. Time of the Essence. Time is of the essence in the performance of any and all obligations under this Contract.

F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

H. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

I. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney fees and costs at trial and on appeal. Reasonable attorney fees cannot exceed the rate charged to OBDD by its attorneys.

J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This Contract and all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter hereof. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**
acting by and through the
Oregon Business Development Department

775 Summer Street NE Suite 200
Salem, OR 97301-1280
Phone (541) 297-3682

**LANE COUNTY**

125 E 8th Avenue
Eugene, OR 97401
Phone 541) 682-3078

By: _____
Melisa Drugge, Business Services Director

By: _____
Steve Mokrohisky, County Administrator

Date: _____

Date: _____

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

/s/ David Berryman per email dated 25 February 2024
David Berryman, Assistant Attorney General

Exhibit A: Special Conditions of Award for Housing Rehabilitation Grant Contracts
Exhibit B: Recipient's Certification of Compliance with State and Federal Laws and Regulations
Exhibit C: Certification Regarding Lobbying
Exhibit D: Project Budget
Exhibit E: Information Required by 2 CFR § 200.332(a)(1)

## EXHIBIT A - SPECIAL CONDITIONS OF AWARD FOR HOUSING REHABILITATION GRANT CONTRACTS

1. Reserved.
2. Recipient shall enter into a subrecipient agreement ("Subrecipient Agreement") with St. Vincent De Paul Society of Lane County, Inc., an Oregon non-profit corporation ("Subrecipient") to implement the Project. Recipient further represents that Subrecipient is a non-profit housing support organization that meets the requirements of Section 105(a)(15) of the Act to carry-out housing rehabilitation activities.
3. All Project-related contracts must be received by OBDD ten (10) days prior to execution. This includes all Project-related contracts between Recipient and any person or entity that will be performing grant administration or program management services. This condition does not apply to grants with individual homeowners or to construction contracts by homeowners.
4. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
5. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994), and in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipient will perform reviews in accordance with 24 C.F.R. Part 58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003). Recipient shall complete a minimum of the following Environmental Review steps for Housing Rehabilitation projects. Submission of a Determination of Exemption for activities included in 24 CFR 58.34(a) and the Compliance Checklist for the "Other Requirements" in 24 CFR 58.6 (Exhibit 3C of OBDD's CDBG Grant Management Handbook) for grant administration and program management, completion of a Minor Owner Occupied Housing Rehabilitation Program Environmental Review (Exhibit 3M of the Handbook), publication of a Notice of Intent to Request a Release of Funds Owner Occupied Housing Rehabilitation Program (Exhibit 3N of the Handbook) along with an affidavit of publication from a newspaper of general circulation in the Project area, and a Request for Release of Funds and Certification (Exhibit 3H of the Handbook). No expenses to be paid with CDBG funds can be incurred prior to a Release of Funds being issued by OBDD.
6. Recipient shall provide the following prior to the submission of the first draw of grant funds:
   A. Electronic Transfer Authorization for receiving disbursements.
   B. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
   C. Documentation that Fair Housing poster(s) and brochures (including other than English if required) were distributed and posted not more than 6 months prior to the first draw for non-construction activities/funds.
   D. Rehabilitation Act Section 504 self-evaluation checklist.

E. Grievance Procedure for Complaints of Alleged Discrimination Based on Disability

F. Nondiscrimination on the Basis of Handicap Status affidavit of publication.

G. Municipal official or staff person to be responsible for monitoring the housing rehabilitation project to ensure that necessary permits are obtained and required inspections are completed prior to payment authorization. Recipient is responsible for notifying OBDD of any changes to this assignment.

H. Recipient shall identify a designated "Certifying Officer" for executing site-specific environmental reviews.

I. Reserved.

7. Recipient shall, or cause its Subrecipient or contractors to, take at least one photo of each housing rehabilitation project home prior to construction activities, and take at least one photo after final inspection. Photos will be kept in Recipient's CDBG files and released to OBDD or HUD upon request.

8. Grant administrative costs may be reimbursed for direct costs incurred for grant administration. All direct costs must be supported with source documentation.

9. Program management costs may be reimbursed for the actual costs of implementing the Project. All charges to the grant must be supported with source documentation.

10. Funds budgeted for housing rehabilitation must be contractually committed in grant contracts to eligible property owners 90 days prior to the Project Completion Deadline. Any rehabilitation funds not committed at that time may be subject to recapture.

11. Funds budgeted for program management or grant administration remaining upon completion of that activity may be transferred to the housing rehabilitation line item in the Project budget. Funds not so transferred may be subject to recapture.

12. Recipient shall submit a Project Completion Report no later than the Project Completion Deadline.

13. Federal rules regarding "program income" at 24 CFR 570.489(e) shall survive and continue to apply after Project completion or closeout and after termination of this Contract.

14. Recipient shall expend on the Project, matching funds in the amount specified in the Project budget. All matching funds must be secured in writing no later than 30 days after the execution of this Contract or this Contract may be terminated. No CDBG funds may be drawn down unless all Project matching funds are secured.

15. No costs which were incurred prior to execution of this Contract may be charged to the CDBG funds made available under this Contract. No costs of construction or for professional services which were incurred prior to execution of the applicable contract between the Recipient and such contractor or service provider and OBDD's approval of such contract may be charged to CDBG funds made available under this Contract.

16. No manufactured homes built prior to 15 June 1976 can be rehabilitated with CDBG funds.

## EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. It has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act.
2. It possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project.
3. Its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein.
4. The person identified as the official representative of Recipient in the application and this Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf.
5. This Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents.
6. This Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with its terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

7. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
8. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
9. Furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
10. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

11. Provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

12. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

13. Provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD, or as to grants already made, substantial changes to activities from Recipient's application to OBDD; and

14. Provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient further represents, warrants and certifies that:

15. The officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);

16. Such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (1997); and

17. Such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants exceeding $100,000, the undersigned also makes the certification regarding lobbying set forth in Exhibit C attached to this Contract.

Signed _____

Title _____

Date _____

Recipient Lane County

**EXHIBIT C - CERTIFICATION REGARDING LOBBYING** (Grants Exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

(2) 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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.

Signed _____

Title _____

Date _____

Recipient Lane County

## EXHIBIT D - PROJECT BUDGET

| | OBDD Funds | Other / Matching Funds |
|---|---|---|
| Activity | Approved Budget | Estimated Budget |
| Housing Rehabilitation | $400,000 | $0 |
| Environmental Review | $12,500 | $0 |
| Grant Administration | $7,500 | $0 |
| Program Management | $80,000 | $0 |
| Total | $500,000 | $0 |

## EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

(i) Subrecipient* name (which must match registered name in SAM): Lane County Oregon

(ii) Subrecipient's Unique Entity Identifier (SAM): XCLAXTCSJF71

(iii) Federal Award Identification Number (FAIN): B-23-DC-41-0001

(iv) Federal Award Date: 29 August 2023

(v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution

(vi) Total Amount of Federal Funds Obligated by this Contract: $500,000

(vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: $500,000

(viii) Total Amount of Federal Award to the pass-through entity: $11,441,918

(ix) Federal award project description: The FFY 2023 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development

(b) Name of pass-through entity: Oregon Business Development Department

(c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Program Services Director , 503-949-3523

(xi) CFDA Number and Name: 14.228 Community Development Block Grant

Amount: $500,000

(xii) Is Award R&D? No

(xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.