

March 2, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Grant Award from the Oregon Business Development Department for Childcare Scholarships. Grant value is \$250,000 for 1 year. Funding is through the Oregon State Business Development Department. No County General Funds are involved.

Previous Board Action/Review	BCC Approval to Apply 8/18/2022 Public Hearing 9/22/22 BCC Issues 2/28/23		
Performance Clackamas	Provide equitable prevention, early intervention, and system coordination services to children and families to ensure they have safe and stable home environments and academic progress.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department, in its role as the Early Learning Hub of Clackamas County, requests approval of Community Development Block Grant (CDBG) from Oregon State Business Development Department to identify eligible low and moderate-income families (focusing on households impacted by COVID-19) and provide tuition and fee scholarships that will allow these families to access childcare services.

Clackamas County is considered a “childcare desert.” County-wide, every regulated childcare slot has more than three children. Fewer than 23% of children 0 - 5 have access to childcare in our county. This limits many adults, especially those impacted by COVID-19, from being able to return to work, which contributes to workforce shortages. Improving access to child care is critical to growing a vibrant economy. These funds will provide 50 low-to-moderate income families, who are not eligible for other child care subsidies, with access to child care through tuition and fee scholarships, which in turn will assist them in finding and/or maintaining employment. These funds can fully support childcare needs for fifty children for three months. This will give families time to garner resources for a longer-term solution for their childcare needs.

Grant Award is effective upon signature by all parties for 1 year from execution. Grant value is \$250,000.

RECOMMENDATION: Staff recommends Tootie Smith, Board Chair, approve the attached Grant Award and requests signature acceptance on the Grant and the Authorized Signature Card.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing and Human Services

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT PROGRAM FUNDS
FOR COVID-19 (CDBG-CV) IMPACT ASSISTANCE

Project Name: Childcare Scholarships

Project Number: IA2211

This grant contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Clackamas 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 COVID-19 Impact Assistance, attached as Exhibit A.
3. Recipient’s Certification of Compliance with State and Federal Laws and Regulations, attached as Exhibit B.
4. Recipient’s Certification Regarding Lobbying, attached as Exhibit C.
5. The approved Project Budget showing breakdown of sources of funds, attached as Exhibit D.
6. Information Required by 2 CFR § 200.332(a)(1), attached as Exhibit E.

SECTION 1 – GRANT

- A. Grant. In reliance upon Recipient’s application received 27 October 2022 (“Application”), and certifications in the form of Exhibit B and Exhibit C, OBDD agrees to provide Recipient Community Development Block Grant CARES Act (“CDBG-CV”) funds in the amount of \$250,000, the use of which is limited to the project as defined in Section 2.A. (“Project”). The use of these funds is also subject to the Project budget in Exhibit D and the Special Conditions of Award 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 will partner with Metropolitan Family Service, Inc., Northwest Family Services, and Todos Juntos to identify and support applications from 50 or more eligible low and moderate income (LMI) families and provide tuition and fee scholarships that will allow these families to access childcare services, focusing on households impacted by COVID-19. The county will contract with a qualified grant administrator to assist with meeting CDBG-CV requirements

- B. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to OBDD, within 12 months after the date of this Contract (“Project Completion Deadlines”).
- C. 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 the December 31 that occurs after the Project Completion Deadline.
- D. Determination. OBDD has made the determination that Recipient is a subrecipient in accordance with 2 CFR §200.330.

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 as they may be amended from time to time:

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. 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.
4. 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.
5. 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).
6. 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).
7. The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
8. 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).
9. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
10. All program and grant administration requirements in OBDD’s applicable Program Guidelines (Method of Distribution) and its CDBG Grant Management Handbook. The Community Development Block Grant CARES Act (CDBG-CV) is subject to the limits, uses, rules,

regulations and guidance set forth by the U.S. Department of Housing and Urban Development, even if not explicitly listed.

11. 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.
12. When procuring goods or services to be paid for in whole or in part with Grant funds, Recipient shall comply with the federal procurement requirements of 2 C.F.R. part 200, subpart D.

SECTION 4 - COVENANTS OF RECIPIENT

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

Activities primarily benefiting low- and moderate-income persons – assistance designed to meet community development needs having a particular urgency (24 C.F.R. 570.483).

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG-CV 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-CV 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-CV funding.

F. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations principles established by the Government Accounting Standards Board in effect at the time. 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-CV 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 any 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-CV 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(1) of the Act.

L. 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 contractors to ensure that awards are used for authorized purposes in compliance with applicable laws, regulations and federal grant agreements.

M. 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.

N. If requested by OBDD, Recipient shall provide information to evaluate the success and economic impact of the Project, from the Effective Date of this Contract until five (5) 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.

O. Contributory Liability and Contractor Indemnification.

- (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 - EVENTS OF DEFAULT; REMEDIES; TERMINATION

- A. Events of Default. Any of the following constitutes an “Event of Default”:
- 1) If Recipient’s, or any of its subrecipients’ 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.
 - 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-CV 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 below, 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.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Early Learning Hub Director
Clackamas County
112 11th Street
Oregon City, OR 97045

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 is 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.

SIGNATURES TO FOLLOW BELOW

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

CLACKAMAS COUNTY



By: _____
Chris Cummings, Deputy Director

By: _____
Tootie Smith, Board Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman via email dated 14 November 2022

David Berryman, Assistant Attorney General

- Exhibit A: Special Conditions of Award for COVID-19 Impact Assistance
- 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 COVID-19 IMPACT ASSISTANCE

1. The availability of funds under this Agreement is subject to OBDD's receipt and approval of a detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook.
2. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
4. Recipient must obtain review of design plans by the appropriate regulatory agency (e.g., State Health Division, Department of Environmental Quality, Environmental Protection Agency, et cetera.). Any comments resulting from the regulatory agency's review must be sent to OBDD prior to the approval of final plans by Recipient.
5. Recipient shall cause individual service meters to be installed on any unmetered connections of a drinking water Project assisted with CDBG funds not later than the Project Completion Deadline.
6. For a drinking water or wastewater Project, Recipient shall adopt a mandatory utility hook-up ordinance or resolution and deliver evidence of adoption to OBDD not later than the Project Completion Deadline.
7. Tools and equipment are not eligible expenses. Any work occurring on private property is not an eligible expense, unless it is work occurring within Recipient's easements or rights-of-way.
8. Direct costs incurred for grant administration are eligible for reimbursement. All direct costs must be supported with source documentation. Funds budgeted for grant administration remaining upon completion of that activity may be transferred to program activity line items in the Project budget. Funds not so transferred may be subject to recapture.
9. CDBG-CV shall not be used to pay for eligible costs that have already been paid for, or will be paid for, by another federal program, insurance or other sources.

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

Funds for the Oregon Community Development Block Grant Program and this CDBG-CV 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 CARES Act 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.
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).
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 _____
 Clackamas County Board Chair

Title _____

Date _____

Recipient _____ Clackamas County

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards 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 this 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.

Clackamas County

SIGN HERE

Signed _____

Clackamas County Board Chair

Title _____

Date _____

EXHIBIT D - PROJECT BUDGET

Budget Line Items	CDBG-CV	Other/Matching Funds
Tuition and Fee Scholarships	\$225,000	\$0
Grant Administration	\$ 25,000	\$0
Total	\$250,000	\$0

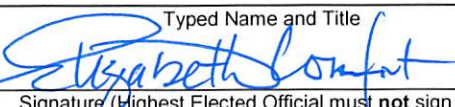
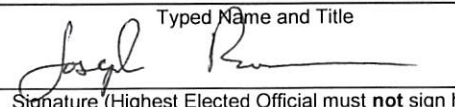
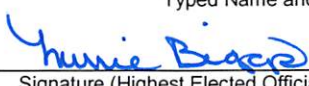
EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): CLACKAMAS, COUNTY OF
- (ii) Subrecipient's Unique Entity Identifier (SAM): NVWKA VB8JND6
- (iii) Federal Award Identification Number (FAIN): B-20-DW-41-0001
- (iv) Federal Award Date: 5 Aug 2020
- (v) Sub-award Period of Performance Start and End Date: 12 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$250,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$250,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$26,302,175
- (ix) Federal award project description: The State Community Development Block Grant- CV (Cares Act Funded) Program has received funding to prepare, prevent and respond to the COVID-19 epidemic. These funds will be available through the issuance of a Notice of Funding Availability to fund Public Services awarded. Application method of CDBG-CV will be done in a competitive application process to rural communities in Oregon. CDBG-CV 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, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$250,000
- (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.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient Clackamas County	Project Number IA2211
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)	
_____ Elizabeth Comfort - Finance Director _____ Typed Name and Title (1) a  _____ Signature (Highest Elected Official must not sign here)	_____ Joseph Rosevear - Grant Manager _____ Typed Name and Title (1) b  _____ Signature (Highest Elected Official must not sign here)
Additional Signatures (if desired)	
_____ Lorrie Biggs - Grant Accountant _____ Typed Name and Title (1) c  _____ Signature (Highest Elected Official must not sign here)	_____ _____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must not sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. Tootie Smith, Board Chair _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	Agency Use Only: Date Received:

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

- | Item # | Explanation |
|---------|--|
| (1) a-d | Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: Two signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.) |
| (2) | Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here must not be listed in Item (1) a through d. |
| (3) | Leave blank—Oregon Business Development Department will sign here. |

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280