

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

This Subrecipient Grant Agreement (this “**Agreement**”) is entered into on the Effective Date (as hereinafter defined) by and between the State of Oregon, acting by and through its Housing and Community Services Department (“**OHCS**”), and **Jackson County Community Long-Term Recovery Group** (the “**Subrecipient**”), an Oregon Nonprofit Corporation. OHCS and the Subrecipient may be jointly referred to herein as the “Parties” or, individually as a “Party”.

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 83 FR 6364, the U.S. Department of Housing and Urban Development (“**HUD**”) awarded \$422,286,000 in Community Development Block Grant Disaster Recovery (“**CDBG-DR**”) funds to OHCS (the “**OHCS Award**”) for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS’ Action Plan that was approved by HUD (the “**Action Plan**”).

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

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

D. For the Subrecipient’s delivery of the Program Activities, OHCS is subawarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** (the “**Grant**” or the “**Grant Amount**”), subject to the terms and conditions set forth herein.

AGREEMENT

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

1. TERM

This term of this Agreement (the “**Term**”) will become effective on September 25, 2023 or the date this Agreement has been signed by every party, whichever is later (the “**Effective Date**”) and expires on October 01, 2024 (the “**Expiration Date**”), unless otherwise terminated as provided in this Agreement or extended as required below. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

Attachments

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

- Exhibit A: Allowable Program Activities and Requirements
- Exhibit B: Insurance Requirements
- Exhibit C: Federal Grant Award Information
- Exhibit D: HUD General Provisions and other Federal Statutes
- Exhibit E: Payment Request Form Template
- Exhibit F: Budget

2. GENERAL REQUIREMENTS

- 2.1 The Subrecipient shall conduct, in a satisfactory manner as determined by OHCS, Program Requirements and provide the Program Activities for emergency relief in the Impacted Area as defined in Exhibit A. The Subrecipient shall perform all requirements in accordance with the terms of this Agreement and all exhibits, which are hereby incorporated.
- 2.2 The Subrecipient shall prepare and submit to OHCS all required project(s) documentation in accordance with the Exhibit A. OHCS reserves the authority and discretion and discretion to review and require revisions before approving the use of funds for project implementation.
- 2.3 The Subrecipient may only carry out the roles and responsibilities described in this Agreement.

2.4 The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements.

2.5 All activities funded with CDBG-DR funds must meet one of two CDBG-DR Program's National objectives: benefit low-and-moderate-income persons or addressing urgent need. The Subrecipient certifies that the activities carried under this Agreement must meet at least one of these national objectives. Additionally, Subrecipient ensures collection of the necessary information and applicable forms to document National Objectives met.

The Subrecipient shall ensure that the services meet the applicable CDBG-DR National Objective(s) and that all subgrantees, subcontractors or third party completes the applicable forms to document the National Objective(s). The urgent need national objective will only be used when an LMI national objective cannot be achieved through the project, but the project has demonstrable recovery or mitigation benefits within the HUD- or grantee- identified MID. Each approved Project Description Form will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the project. For planning activities, in accordance with 87 FR 6364: "To assist state grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low and moderate-income or slum-and-bligh national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to states when funding disaster recovery-assisted, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that states may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205."

3 PERFORMANCE MONITORING AND REPORTING

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

issuing a management decision for audit finding pertaining to the Subrecipient from OHCS as required by 2 C.F.R 200.521.

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

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

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

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

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

4 GRANT FUNDS AND DISBURSEMENT

4.1 Budget. The Subrecipient shall complete all activities in Exhibit A of this Agreement in accordance with the Budget attached hereto. OHCS may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in the form and content prescribed by OHCS. Any amendment to the budget must be approved in writing and signed by OHCS and the Subrecipient.

4.2 Working Capital Advance. If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to Agency, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administrative feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.

4.3 Indirect Costs. Indirect costs may be charged to OHCS, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging to the grant, in accordance with 2 C.F.R. Part 200, subpart E, as approved by OHCS in writing.

4.4 Program Income. The Subrecipient shall notify OHCS, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to OHCS if retention of such is not previously approved, in writing, by OHCS. Program Income is subject to all applicable CDBG-MIT laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to OHCS upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. OHCS will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to OHCS, as applicable to the activities.

4.5 Request for Reimbursement. The Parties understand and agree that Subrecipient intends to use the Fiscal Agent designated in Exhibit E (the “Fiscal Agent”) to submit requests for reimbursement, accept Grant Funds on behalf of Subrecipient and perform other obligations of Subrecipient with respect to accounting for Grant Funds as set forth in Exhibit E, which is by this reference incorporated in and part of this Grant. The Fiscal Agent shall submit to the Agency request for reimbursements of activities under this Agreement and consistent with the approved budget and scope of work for each project, by 15th of the month, for the previous month, unless otherwise agreed by the Agency. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with individual approved budget for each project. The Fiscal Agent shall submit Request for Reimbursements to the Agency, on the form and with the content specified and required by OHCS. The request for Reimbursements must be submitted with all documents necessary to justify the payment or any other supporting documents requested OHCS. The Request for Reimbursement must also be accompanied by documentation from the Subrecipient and Fiscal Agent demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement. Grantee may not remove or replace its Fiscal Agent without the prior written consent of Agency. If the Fiscal Agent is replaced, a new form of Exhibit E must be executed and received prior to OHCS paying any Grant Funds to the replacement Fiscal Agent.

If OHCS determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, OHCS shall prepare a detailed written description of the deficiencies and will deliver such notice to Subrecipient and the Fiscal Agent. The Parties shall correct any deficiencies at no cost to OHCS.

If OHCS determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. OHCS reserves the right to conduct any audit it deems necessary.

4.5 In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient and Fiscal Agent shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

5. FUNDING APPROPRIATION

Funding under this Agreement is contingent on a CDBG-DR award to OHCS or a Grant Agreement between the State of Oregon or OHCS, and HUD, and OHCS’ receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by OHCS

to the Subrecipient under this Agreement must not exceed the amount specified in this Agreement. Such payment will be compensation for all allowable services required, performed, and accepted under this Agreement. However, OHCS reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in this Agreement.

6. SUSPENSION OR TERMINATION

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

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

1. Failure to comply with any of the rules, regulations, or provisions referred herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of Grant funds provided under this Agreement; or
4. Submission by the Subrecipient to OHCS of reports that are incorrect or incomplete in any material respect.

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

6.2.2 OHCS may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this

Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable State or Federal statutes, regulations, or requirements.

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

7. CONTRIBUTION

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

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

7.3 With respect to a Third Party Claim for which the Subrecipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the State on the other hand in connection with

the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

8. NOTICES

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

9. MERGER CLAUSE

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

OHCS or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by OHCS' governing body, and are signed in writing by a duly authorized representative of OHCS and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release OHCS or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

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

10. CONFIDENTIALITY

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

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the REOregon website at <https://www.oregon.gov/ohcs/housing-assistance/disaster-recovery/pages/reoregon.aspx>, as updated from time to time.

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

11. INSURANCE REQUIREMENTS

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

12. DUAL PAYMENT

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

government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

13. INDEMNITY

Subject to applicable law, the Subrecipient shall and shall require by contract that its subgrantees shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suites, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of the Subrecipient or its officers, employees, subgrantees, subcontractors, or agents under this Agreement.

14. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

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

15. DIVERSITY, EQUITY, AND INCLUSION


OHCS is honored to be a part of the communities we serve. We acknowledge the long history of racial and other forms of discrimination in housing policy and programs. While we cannot change the past, we can commit ourselves to advance equity and racial justice now and in the future. Through meaningful stakeholder engagement, we can achieve equitable outcomes that result in economic prosperity for communities of color and culture and all other people living without affordable housing, social services, and other basic human rights. OHCS is deeply dedicated to reversing the multigenerational effects of structural racism and inequity.

Signature Page

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

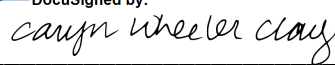
OHCS:

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

<small>DocuSigned by:</small>  _____	12/20/2023 _____
Edina Haislip, Designated Procurement Officer- -Disaster Recovery & Resiliency	Date

<small>DocuSigned by:</small>  _____	11/1/2023 _____
Contract Administrator approval	Date

SUBRECIPIENT:

<small>DocuSigned by:</small>  _____	11/8/2023 _____
(Signature) Caryn wheeler clay	Date Executive Director
Printed Name	Title

Approved for Legal Sufficiency in accordance with ORS 291.047:

<u>Lisa M. Gramp</u> via email Department of Justice Attorney	<u>10/09/2023</u> Date
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EXHIBIT A

ReOregon HARP Outreach Allowable Program Activities and Program Requirements¹

1. Program Purpose

The primary housing programs as outlined in the ReOregon Action Plan include the Homeowner Assistance and Reconstruction Program (HARP) and the Homeownership Opportunities Program (HOP). Outreach to potential applicants encouraging them to complete the “Eligibility Questionnaire” and apply for assistance when and as available is collectively, “**Allowable Program Activities.**”

2. Allowable Program Activities

Grantee will perform outreach activities to the general public and 2020 Labor Day fire survivor households regarding available grants and assistance such as those available under ReOregon. Particular effort shall be made to use culturally-appropriate methods to reach fire survivors that face additional barriers to recovery, such as limited English language proficiency, citizenship/residency issues, limited educational attainment, and/or disability. Specific activities may be selected by grantee to best reach survivor population or sub-populations and may include but are not limited to the following:

- Using content and/or finished materials provided by OHCS, create and/or distribute notices of available fire recovery resources, including ReOregon grant opportunities. Methods for direct outreach to survivors may include:
 - Direct Mail
 - Telephone Campaigns
 - Email Campaigns
 - Print Materials such as Pamphlets/Brochures/Flyers/Posters
 - Social Media efforts to support/amplify Agency announcements
 - “Door knocking” efforts
- Grantees must develop and/or continue collaborative relationships with Agency, Disaster Case Management service providers funded by Oregon Department of Housing and Urban Development (ODHS), ODHS staff, Wildfire Resilience and Recovery Account (WRRRA) providers, and Long-Term Recovery Groups (LTRGs). Grantee shall coordinate with Agency and other organizations (such as those listed above) to coordinate (1) outreach to survivor households currently receiving or who have previously received case management services and (2) outreach to households who may not yet be connected to case management services. Grantee must be familiar with and have a clear system for coordination with WRRRA providers to connect fire survivors with additional “housing navigation” services.
- Collect and provide to Agency Releases of Information (ROI) that will allow Agency to access any records contained in ODHS or other partners’ records to assist in application intake and processing.
- One-on-one advising of individual potential applicants as they prepare to apply is an allowable activity under this agreement until the application portal for HARP Phase 1 opens.

¹ Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement. *SRA CDBG-DR-23-010 – ReOregon HARP Outreach*

3. Limitations Pending Environmental Clearance

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

4. Program Management

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

- a) Secure equipment, technology and workspace required to support program management operations for each project.
- b) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry out program activities.
- c) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
- d) Act as point of contact between OHCS, its representatives and contractors.
- e) Lead coordination and control over execution of approved Project activities.
- f) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
- g) Lead and coordinate the implementation of change management, risk management and quality assurance.
- h) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
- i) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
- j) Coordinate, support and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
- k) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
- l) Coordinate documentation submission for the approved Project.
- m) Track and report status and performance of approved Project.
- n) Review and maintain backup documentation of all Project request for Reimbursements.
- o) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
- p) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.
- q) Ensure that all staff have completed applicable OHCS-provided training.

5. Capacity and Risk Assessment

Based on Capacity and Risk Assessment submitted by Subrecipient, Subrecipient shall:

- Participate in capacity building activities as directed by the Agency.
- Complete all required trainings to improve organizational capacity.
- Develop, update, implement or adopt OHCS policies in compliance with state and federal regulations within 45 days after the Effective date.
- Within 45 days after the Effective Date, submit an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds that clearly demonstrate appropriate segregation of duties in compliance with 2 C.F.R Part 200.303. Additionally, it needs to identify specific personnel responsible for implementation of Project.

6. Content of Performance Reports and other reports required.

Subrecipient must report monthly on activities completed. Monthly Performance Reports shall be provided to OHCS on a form provided by OHCS and include: a summary of outreach activities conducted and describe how grantee made particular efforts to target sub-populations, such as households with limited English language proficiency, citizenship/residency issues, limited educational attainment, and/or disability. Subrecipients will be required to complete certification of compliance with all applicable CDBG-DR rules, including Section 504 and language access. Subrecipient will be subject to monitoring from OHCS and may be required to produce any of the applicable documents that are required to be retained under CDBG-DR rules, see Exhibit 5-1: Recordkeeping Checklist for Tracking Activities in HUD publication, "Playing by the Rules: A Handbook for Subrecipients on Administrative Systems," available at: <https://files.hudexchange.info/resources/documents/Playing-By-the-Rules-a-Handbook-for-CDBG-Subrecipients-On-Administrative-Systems.pdf>, including also documentation of all expenditures.

7. Completion of Agreement and Closeout

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

8. Program Plan and Approval.

Subrecipient shall prepare and submit to Agency a Program Plan for providing Outreach to OHCS for approval within fifteen (15) days of execution. The plan may be submitted separately or in conjunction with other OHCS-funded Outreach providers. The plan shall include:

Outreach methods that will be used to reach the "known" survivor households that are already in your contact database.

Outreach methods to reach survivor households that may have not yet applied for any assistance or be "known" to the organization and/or other partners.

Methods to reach vulnerable populations and other present sub-populations such as households with members that have historically been excluded by rule or de facto from government programs (including racial and ethnic minorities), have limited English language proficiency, who may not be citizens, who have limited educational attainment, who have a disability, or elderly.

Subrecipient staff shall participate in training provided by OHCS on outreach methods.

9. Basis for Payment and Reimbursement.

Agency will compensate Subrecipient for authorized activities listed under their approved Program Plan and grant administration costs up to the Agreement not to exceed amount and as reflected in the approved budget. Subrecipient shall submit a budget for approval on an OHCS-provided form no less than 45 days after execution of the Agreement.

Agency will compensate Subrecipient based on three factors:

- Staff time. Reimbursement for staff time will be based on an all-inclusive hourly rate, which includes salary, fringe benefits, and other employer payroll contributions. Staff time dedicated to grant activities and grant management must be documented and attached to draw requests.
- Other direct costs. Other direct cost categories must be listed on the Subrecipient's approved budget. Possible categories include cost of production or purchase of printed materials; advertising placement costs; professional services; travel/mileage (based on approved GSA rates); postage; software costs for communications platforms required to carry out authorized activities. All direct costs must be documented with receipts or appropriate records (e.g., for mileage reimbursement) and attached to draw requests.
- An indirect cost rate of 10% of the not to exceed amount to compensate Subrecipient for indirect costs, such as facilities and utilities. No backup documentation is required.

**EXHIBIT B
INSURANCE REQUIREMENTS**

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

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

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

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

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

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

EXCESS/UMBRELLA INSURANCE:

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

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subrecipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Subrecipient or the Subrecipient's insurer(s).

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

EXHIBIT C
Federal Grant Award Information

Contact Information:

OHCS:

Blancaluz Brossard

(Name of Grant Administrator)

Title: Recovery and Resilience Coordinator

Address: 725 Summer St NE, Suite B

City, State, ZIP: Salem, OR 97301

Telephone: 503-689-5437

Subrecipient:

(Name of Grant Administrator)

Title: _____

Address: 3630 Aviation Way

City, State, ZIP: Medford, OR 97501

Telephone: 458-488-1216

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3, 2023
4. The OHSC award from HUD does not have an Indirect Cost Rate, negotiated or de minimus. The subaward from OHCS to the Subrecipient does include an Indirect Cost Rate.
5. Subrecipient's unique entity identifier:

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

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

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

General Provisions:

1. GENERAL COMPLIANCE

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

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

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

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

2. REPORTING REQUIREMENTS

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

3. FINANCIAL & PROGRAM MANAGEMENT

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

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

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

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

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

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

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Additionally, for contracts of \$10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

8. CONFLICTS OF INTEREST

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

9. SUBCONTRACTING

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

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

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

10. COPELAND "ANTI-KICKBACK" ACT

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

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

12. HEALTH AND SAFETY STANDARDS

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

13. DAVIS-BACON ACT

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

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

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

Equal Opportunity for Workers with Disabilities:

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

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

programs; and

(ix) Any other term, condition, or privilege of employment.

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

15. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions

of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

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

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

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

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

17. ANTI-LOBBYING

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

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

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

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

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The parties to this agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

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

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

19. FAIR HOUSING ACT

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

20. ENERGY POLICY AND CONSERVATION ACT

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

21. POLITICAL ACTIVITY

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

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

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

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

22. RELIGIOUS ACTIVITY

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

23. FLOOD DISASTER PROTECTION ACT OF 1973

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

24. LEAD BASED PAINT

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

25. VALUE ENGINEERING

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

26. DUPLICATION OF BENEFITS

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on OHCS, which are published in a separate notice entitled "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (84 FR 28836, published June 20, 2019). The Subrecipient shall carry out the activities under this Agreement in compliance with OHCS' procedures to prevent duplication of benefits.

27. DRUG-FREE WORKPLACE

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

28. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The OHCS reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

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

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

30. DOCUMENTATION AND RECORD KEEPING

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

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

31. ACCESS TO RECORDS

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

32. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

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

33. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating

client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

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

34. CLOSE-OUT

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

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

35. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

36. SINGLE AUDIT

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

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

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

37. INSPECTIONS AND MONITORING

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

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

38. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

39. PROCUREMENT AND CONTRACTOR OVERSIGHT

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

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

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

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

40. NONDISCRIMINATION

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

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and

Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

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

41. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

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

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

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

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

a) General Compliance:

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

b) Assurances and Real Property Covenants:

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

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

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

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or

under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

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

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

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

d) Notifications

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

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

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

43. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates

not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. The Subrecipient agrees to comply with the (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

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

44. CITIZEN GRIEVANCES

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

45. TECHNICAL ASSISTANCE AND TRAININGS

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

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

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

47. ADDITIONAL SPECIFIC CONDITIONS

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

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

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

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

EXHIBIT E

Payment Request Form and Budget templates will be provided by the Contract Administrator upon agreement execution. Final budget must be submitted and approved by the Agency within 45 days of receipt of Executed Subrecipient Agreement.

EXHIBIT E FISCAL AGENT AGREEMENT AND DECLARATION

This Fiscal Agent Agreement and Declaration (“Declaration”) is between the State of Oregon acting by and through its Oregon Housing and Community Services Department (“OHCS”), **Jackson County Community Long-Term Recovery Group**, (“the Subrecipient”), and **Cascade Pacific RC&D** (“Fiscal Agent”), each a “Party” and, collectively, the “Parties.”

OHCS and the Subrecipient have entered into, or contemporaneously with the execution of this Declaration will enter into, that certain ReOregon HARP Outreach agreement, effective as of [insert date] in the amount of \$. Pursuant to an agreement between Subrecipient and Fiscal Agent, the Fiscal Agent provides certain fiscal administration services to Subrecipient, including services related to the Agreement.

Agreement

1. Unless the context indicates otherwise or a term is otherwise defined in this Declaration, all capitalized terms shall have the meanings ascribed to them in the Grant.
2. By its signature below, Subrecipient hereby designates Fiscal Agent to act as its agent to perform the following acts on behalf of Subrecipient related to the Grant:
 - a) submit reimbursement claims for Grant Funds to OHCS in accordance with all terms and conditions of the Grant;
 - b) accept payment of Grant Funds from OHCS on Subrecipient’s behalf;
 - c) distribute Grant Funds received from OHCS to Subrecipient for reimbursement of claims for Project activities;
 - d) fulfill the fiscal record keeping and audit requirements set forth in the Grant on Subrecipient’s behalf; and
 - e) fulfill any other Grant-related requirements delegated by Subrecipient to Fiscal Agent under the Contract.
3. Subrecipient agrees that the Fiscal Agent is Subrecipient’s agent for payment of Grant Funds and that payment of Grant Funds by OHCS to the Fiscal Agent in accord with the Grant, fulfills Agent’s payment obligations under the Grant. Subrecipient agrees that it has no claim for reimbursement or payment, and waives any right to payment or reimbursement, for amounts paid by OHCS to the Fiscal Agent in accord with the Grant. Subrecipient’s only claims for Grant Funds are against its Fiscal Agent for Grant Funds OHCS has distributed to Fiscal Agent.
4. Fiscal Agent agrees to act as the agent of Subrecipient and on behalf of Subrecipient to accept and discharge Subrecipient’s fiscal duties with respect to submission and payment of claims for reimbursement as set forth in the Grant and this Declaration. Fiscal Agent shall be responsible for returning any misexpended or unexpended Grant Funds to OHCS as provided in the Grant.
5. OHCS agrees to accept Grant reimbursement claims submitted to OHCS by Fiscal Agent in accord with the Grant on behalf of Subrecipient, and to distribute Grant Funds in accord with the Grant to Subrecipient through its designated Fiscal Agent.
6. Subrecipient agrees that its use of the Fiscal Agent does not relieve Subrecipient of any of its obligations under the Grant, including without limitation the return of any misexpended or

unexpended Grant Funds. The Fiscal Agent is not a party to the Grant or a third-party beneficiary of the Grant and is not entitled to enforce any of its terms.

7. Fiscal Agent shall maintain all records related to the request, receipt and disbursement of Grant Funds in the manner, using the methods and for length of time required by Subrecipient under the Grant. Fiscal Agent shall provide such records to, or make them available for inspection by, OHCS and Subrecipient and any other entities permitted to receive or inspect records under the Grant. This section shall survive termination of this Declaration.
8. The authority of Fiscal Agent to act as the agent of Subrecipient under this Declaration may be terminated by Subrecipient only by written notice to the authorized representative of Fiscal Agent and OHCS, as set forth below, specifying that Fiscal Agent’s authority is terminated and the date upon which such termination is effective. In the event that Fiscal Agent’s authority is terminated prior to the termination of the Grant, OHCS and Subrecipient agree to amend the Grant as necessary to reflect that Subrecipient is not using an agent, or is using a different agent, to perform the duties of the Fiscal Agent.
9. This Declaration shall be effective as of the date on which it is fully executed and approved in accordance with any applicable laws, rules, and regulations. This Declaration terminates on the earlier of the termination date of the Grant or Subrecipient’s written notice to Fiscal Agent and OHCS that the Fiscal Agent is no longer authorized to act as the agent of Subrecipient under this Designation.

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the dates set forth below.

SUBRECIPIENT

By: DocuSigned by:
Caryn Wheeler Clay
16F82092DADE4EA...

Caryn Wheeler Clay, Executive Director

Printed Name/ Title

Date: 11/8/2023

OHCS

By: DocuSigned by:
Edina Haislip
DD456F2FFC954FA...

12/20/2023

Printed Name/ Title

12/20/2023

Date:

FISCAL AGENT,

By: DocuSigned by:
Kirk Shimeall
C0E36F13A120433...

Date: 12/20/2023

Kirk Shimeall/Executive Director CPRCD

Printed Name/ Title

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**FISCAL SPONSORSHIP AGREEMENT
for
PROJECT RELATIONSHIP
with
Added EMPLOYER of RECORD SERVICES**

PARTIES. The parties to this agreement are:

- A. Cascade Pacific Resource Conservation and Development, hereafter referred to as “Fiscal Sponsor.”
- B. Jackson County Community Long Term Recovery Group, hereafter referred to as “JCCLTRG”.

PURPOSE AND RECITALS.

- A. Fiscal Sponsor is an Oregon Public Benefit Nonprofit Corporation with tax exempt and tax deductible status pursuant to Section 501(c)(3) of the Internal Revenue Code. Its mission and tax exempt purpose are:
To work with people to enhance their communities through social, economic, educational and environmental improvements.
- B. JCCLTRG is a group that is committed to eliminating residential and commercial food leftovers that currently go to landfills, and to turning them into living compost. JCCLTRG’s mission, vision and goals align with CPRCD’s mission and purpose.
- C. The parties listed above have entered into this “Project” relationship and this Fiscal Sponsorship Agreement in order to better JCCLTRG accomplish their respective tax exempt purposes.

AGREEMENT: The parties listed above agree to be legally bound by the following:

- 1. FISCAL SPONSOR RESPONSIBILITIES.** Fiscal Sponsor agrees to receive donations and grants intended to provide financial support to JCCLTRG, and to treat all funds intended for JCCLTRG as legally restricted funds, and to use all such grants and donations to provide funds to JCCLTRG so long as JCCLTRG is operating in compliance with this agreement. Fiscal Sponsor shall continue to assist JCCLTRG in this way, to support the tax exempt work being done by JCCLTRG so long as JCCLTRG uses those funds in compliance with the provisions and procedures required in this agreement. The purposes and activities that JCCLTRG may conduct are solely those that are described in JCCLTRG’s Mission Statement and Statement of Purposes and Activities (hereinafter Mission

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Statement), which is shown in Exhibit A to this agreement, and any subsequent mutually agreed upon amendments to that Mission Statement.

Specifically, the Fiscal Sponsor agrees to:

A. Employer of Record

1. Fiscal Sponsor agrees to act as the employer of record for the JCCLTRG's Director. As such, Fiscal Sponsor will provide administration of payroll services and employee benefits.
2. As an employee of Fiscal Sponsor, the JCCLTRG Director agrees to abide by the Personnel Policies of Fiscal Sponsor (see Exhibit B.) Participation in CPRCD's health and dental insurance and retirement plans is voluntary, and is at the discretion of the JCCLTRG Steering Committee. If any of these benefits are selected, the cost of these benefits will be drawn from JCCLTRG funds. Job related training provided by the employer is optional, and if offered will be paid through JCCLTRG funds.
3. JCCLTRG's Steering Committee will provide appropriate direction, supervision and oversight to the Director. JCCLTRG will assist Fiscal Sponsor in performance reviews.
4. JCCLTRG will house Director at a place of its choosing, and will be responsible for all expenses incurred for such an office (rental, utilities, office supplies, etc.). JCCLTRG will be responsible for reimbursement of work-related expenses.
5. JCCLTRG will determine appropriate pay rate, work schedule (work day, work week, overtime hours) for Director. JCCLTRG Authorized Signers, not including the Director, will review and approve monthly time sheets, and appropriate reimbursement for work-related expenses.
6. Personnel records for this employee will be housed at the Fiscal Sponsor's office. These records will be made available to JCCLTRG upon their request.

B. Registration and Management

1. Fiscal Sponsor will establish a separate balance sheet fund account for JCCLTRG and authorize its signers.
2. All employees and volunteers of JCCLTRG become employees, contractors and/or volunteers of Fiscal Sponsor.
3. Subsequent to the implementation of this Agreement, Fiscal Sponsor is liable for any debts, obligations or liabilities of JCCLTRG created by the actions or inactions of JCCLTRG.

C. Grants

1. Assist JCCLTRG by reviewing grant application budgets and assist in filling out preliminary application for grants for JCCLTRG.
2. Facilitate communication between JCCLTRG and Fiscal Sponsor to assure that funding and grant deliverables proceed as planned.

D. Contracts

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1. If needed, Fiscal Sponsor will write contracts to third parties on behalf of JCCLTRG to implement the grant deliverables. For grants directed to the activities of JCCLTRG, the Fiscal Sponsor may require assurances in addition to this agreement from JCCLTRG to ensure grant deliverables.
2. Assist JCCLTRG by writing contracts and facilitating legal review of contracts as needed to implement and continue JCCLTRG' projects.
3. Participate or attend annual contract reviews with JCCLTRG' steering committee, if requested.

E. Reporting and Accounting

1. Provide funding sources with documentation of JCCLTRG expenditures in the format prescribed by the funding source.
2. Provide regular financial reports that include JCCLTRG income and JCCLTRG expenditures.
3. Maintain accounting and other financial records for JCCLTRG in accordance with generally accepted accounting principles (GAAP).
4. Conduct CPA-performed audits (financial and A-133) to meet funding requirements and tax-exempt status.
5. Facilitate internal controls and authorization protocols to assure a smooth flow of funds and accurate financial tracking.
6. Request, receive, and track funds from funding sources to support JCCLTRG activities.

F. Invoices and Payments

1. Make timely payments as authorized by JCCLTRG managers.
2. Make timely payments according to Fiscal Sponsor's Vendor Payment Policy (see Exhibit G)
3. Keep all financial records for at least five years from closure of project, or longer if required by the Fiscal Sponsor's own Document Retention and Destruction Policy (see Exhibit C).
4. Provide archiving in accordance with Fiscal Sponsor's Document Retention and Destruction Policy (see Exhibit C).

2. JCCLTRG'S RESPONSIBILITIES. Specifically, JCCLTRG agrees to:

A. General

1. Maintain its own advisors, board or steering committee.
2. Abide by the following policies of the Fiscal Sponsor:
 - a. Document Retention and Destruction (Exhibit C)
 - b. Note: any future policies adopted by the Fiscal Sponsor's Board of Directors will be provided to JCCLTRG for similar adoption.
3. Notify Fiscal Sponsor immediately of any change in JCCLTRG's legal or tax status.
4. Annually designate up to two "Authorized Signers" (Exhibit D) from JCCLTRG to sign documents on behalf of JCCLTRG.

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5. Oversee all projects and grants for JCCLTRG activities and assure that they are completed according to funding specifications.
 6. JCCLTRG materials such as brochures and website will indicate that JCCLTRG is a "Project of" Fiscal Sponsor.
 7. Require liability waivers to be signed by any person involved with JCCLTRG in any manner which may reasonably create liabilities for JCCLTRG.
- B. Grants
1. JCCLTRG agrees that whenever possible, grants will be administered by Fiscal Sponsor. JCCLTRG will notify Fiscal Sponsor of any grants that are fiscally administered by any other organization.
 2. Submit all grant applications to Fiscal Sponsor for acceptance, editing, and submission to third-party grantor.
 3. Prepare and submit grant applications to grantors as required by Fiscal Sponsor.
 4. Secure, document and report required match funds on a quarterly, or as needed, basis.
 5. Provide documentation required by Fiscal Sponsor and any grantor for funding releases (including, but not limited to, permits, land use forms and landowner agreements).
 6. Sign grant agreements, budget and substantive modifications and other changes as required by Fiscal Sponsor.
 7. Submit all requests for grant changes (including budget changes and time extension requests) to Fiscal Sponsor for editing, acceptance, approval, and for submission to a grantor.
- C. Contracts
1. Provide all necessary contract information required by Fiscal Sponsor at least two weeks prior to a grant submission deadline.
- D. Reporting and Accounting
1. JCCLTRG Authorized Signers will approve expenditures of JCCLTRG funds.
 2. Provide documentation of expenses in the format agreed upon with Fiscal Sponsor and funding sources.
 3. Document all "in-kind" work (e.g., match of donated materials, services, and volunteer time) as required by Fiscal Sponsor and funding sources.
 4. Be responsible for all Interim, Final and Status Reports and other reporting not related to fiscal matters. Reports shall fulfill the requirements of the Fiscal Sponsor and funding source(s). Reports shall be submitted to Fiscal Sponsor by JCCLTRG prior to deadlines for submission to the funding source as directed by Fiscal Sponsor. Fiscal Sponsor shall submit reports to the funding source in accordance with grant requirements.
 5. In accordance with Fiscal Sponsor's Vendor Payment Policy (Exhibit B), JCCLTRG will notify Fiscal Sponsor in advance when funds are required to allow time for Fiscal Sponsor to obtain funds from source.
 6. JCCLTRG agrees to report all of its income and expenses to Fiscal Sponsor.

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7. Fiscal Sponsor may request, and JCCLTRG shall provide, additional information if Fiscal Sponsor reasonably needs that information to insure that JCCLTRG is properly conducting its programs and activities in compliance with this agreement and with all applicable laws and regulations.
8. If requested to do so by Fiscal Sponsor, JCCLTRG shall maintain adequate insurance coverage for its own programs and activities, as agreed upon with Fiscal Sponsor, and shall name Fiscal Sponsor as an additional named insured. Any additional insurance costs will be borne by JCCLTRG.

3. FISCAL SPONSOR'S MANAGEMENT OF FUNDS.

- A. Fiscal Sponsor agrees to put all funds that it receives that are intended to support the activities of JCCLTRG, into the Fiscal Sponsor's bank account, and will not use such donations for any other activities or purposes.
- B. Fiscal Sponsor shall keep accurate records of all transactions involving donations for JCCLTRG that it receives and shall provide regular financial reports about any donations for JCCLTRG it receives at meetings of the Board of Directors.

4. FISCAL SPONSOR'S DISBURSEMENT OF FUNDS FOR JCCLTRG. So long as JCCLTRG operates and conducts activities in compliance with the terms of this agreement, all funds received by Fiscal Sponsor that are intended to support the activities of JCCLTRG shall be restricted, used and disbursed solely for funding JCCLTRG.

5. JCCLTRG'S USE OF FUNDS.

- A. JCCLTRG agrees that it shall use the funds received from Fiscal Sponsor exclusively and strictly for the purposes and activities described in the accompanying Mission Statement that was submitted to and approved by Fiscal Sponsor.
- B. Funds may not be used by JCCLTRG for any other purposes or activities not contained in the Mission Statement without specific written authorization to do so from Fiscal Sponsor, accompanied by a written amendment to JCCLTRG's Mission Statement that describes the change in JCCLTRG's purposes and activities, and that is acceptable to both parties. Any funds that are spent for other purposes and activities must be repaid to Fiscal Sponsor. If JCCLTRG misspends funds or uses funds in ways that do not comply with this agreement, Fiscal Sponsor shall not provide further disbursements to JCCLTRG until any money that was misspent has been repaid to Fiscal Sponsor.

Notwithstanding any other provisions of this agreement, the funds received by JCCLTRG from Fiscal Sponsor shall only be used exclusively for purposes and activities that are allowed for nonprofit organizations that are tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code (IRC). For example, funds managed under this agreement are not to be used in any attempt to influence

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legislation within the meaning of IRC 501(c)(3) and JCCLTRG shall not use any portion of the funds disbursed herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, nor to cause any private inurement or improper private benefit to occur.

- 6. COMPENSATION FOR FISCAL SPONSOR'S SERVICES.** The Fiscal Sponsor shall have the right to retain some portion of the funds it receives to fund JCCLTRG. This is intended to help Fiscal Sponsor pay its expenses for serving as the Fiscal Sponsor, managing accounts and funds, making reports, providing donation receipts, assisting with contracts, and administering grants to JCCLTRG. The funds retained by Fiscal Sponsor may be withdrawn by the Fiscal Sponsor on or before the 10th day of each month, as payment for the money received for JCCLTRG in the previous month; provided, however that such payment cannot be made until the timely delivery of the required reports to JCCLTRG showing the amount of funds received intended for JCCLTRG and the amount of funds to be withdrawn to support the services of the Fiscal Sponsor.

The amount of money that Fiscal Sponsor may retain to help pay its expenses is shown in Fiscal Sponsor's Fee Structure (Exhibit E).

- 7. FOUNDATION GRANT APPLICATIONS MADE BY JCCLTRG WITH ASSISTANCE FROM FISCAL SPONSOR.** Upon receiving a request from JCCLTRG, Fiscal Sponsor agrees to help JCCLTRG apply for and receive Foundation Grants that will provide funds for the programs and activities described in Proposal, according to the procedures described below.
- A. JCCLTRG agrees it will notify the Fiscal Sponsor in writing of all Foundation grant applications JCCLTRG wishes to apply for. JCCLTRG must receive specific permission from Fiscal Sponsor before listing it as the fiscal sponsor for all Foundation grant applications. Fiscal Sponsor may decline to be the fiscal sponsor for JCCLTRG's grant applications to Foundations. JCCLTRG shall provide to Fiscal Sponsor a copy of all such grant applications, along with copies of all grant award letters or agreements and a copy of any communication JCCLTRG requirement and required reports for such grants.
- B. JCCLTRG agrees that it is responsible for complying with all requirements of the Foundation Grants it receives and is responsible for preparing and submitting all reports and information required for any Foundation grants received to support JCCLTRG's operations and activities. JCCLTRG shall give Fiscal Sponsor copies of all grant reports, in time for Fiscal Sponsor to review the reports prior to their submission to the Foundation. JCCLTRG shall also provide copies of any other communication between JCCLTRG and Foundations regarding Foundation grants for which Fiscal Sponsor is providing assistance.

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C. JCCLTRG shall give Fiscal Sponsor copies of all grant reports, in time for Fiscal Sponsor to review the reports, and at least 48 hours prior to their submission to the Foundation. JCCLTRG shall also provide copies of any other communication between JCCLTRG and Foundations regarding Foundation grants for which Fiscal Sponsor is providing assistance.

8. DONATIONS FROM INDIVIDUALS OR BUSINESSES. The parties agree that Fiscal Sponsor will assist JCCLTRG by receiving donations and gifts from donors wishing to support the activities of JCCLTRG, and providing the receipts that donors need to take tax deductions for their donations.

The Fiscal Sponsor agrees to help JCCLTRG raise money from donations from individuals and businesses for the programs and activities described in Proposal, according to the following procedures.

- A. JCCLTRG may engage in fundraising activities involving the solicitation of donations from individuals and businesses. All checks must be made out to JCCLTRG or to the Fiscal Sponsor for JCCLTRG. All donors shall be informed that Fiscal Sponsor has agreed to use such donations to provide funds to JCCLTRG, so long as JCCLTRG complies with the terms of this agreement and uses the funds only for the purposes and activities approved by Fiscal Sponsor in accordance with this agreement.
- B. At the request of a donor of JCCLTRG, Fiscal Sponsor will provide a letter stating that it is acting as the Fiscal Sponsor for JCCLTRG and explaining the relationship between Fiscal Sponsor and JCCLTRG.
- C. JCCLTRG shall provide to Fiscal Sponsor a copy of all forms of donation solicitation from the public, including those found on JCCLTRG's website and those that involves the solicitation of donations to Fiscal Sponsor for JCCLTRG, for Fiscal Sponsor's review and approval before the information or materials become available to the public.

9. OTHER DUTIES OF THE FISCAL SPONSOR. In addition to the other duties imposed by this agreement, Fiscal Sponsor agrees to properly maintain its legal status as a Public Benefit Nonprofit Corporation, and as a tax exempt and tax deductible organization pursuant to Section 501(c)(3) of the Internal Revenue Code; to properly prepare and file its own annual reports required by the State and Federal governments; comply with all applicable laws and regulations governing Public Benefit, 501(c)(3) nonprofit corporations; to operate and make decisions properly as a nonprofit corporation; to keep the required corporate records of its Board meetings and decisions; and to keep adequate financial records and maintain proper oversight and control over its financial activities. Fiscal Sponsor shall be responsible for its own employment taxes, insurance, debts, liabilities and other legal obligations. Fiscal Sponsor shall notify JCCLTRG immediately of any change in its legal status or tax

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exempt status. Fiscal Sponsor shall provide JCCLTRG a copy of its Articles of Incorporation and Bylaws, and shall notify JCCLTRG of any subsequent amendments to those documents.

10. JCCLTRG'S ENTITY STATUS. JCCLTRG is not a legally incorporated separate entity, its programs and activities are the programs and activities of Fiscal Sponsor. Neither organization shall state in any way that the programs and activities of JCCLTRG are not those of Fiscal Sponsor. JCCLTRG must notify Fiscal Sponsor immediately of any change in its legal status or tax exempt status. JCCLTRG agrees to not incorporate or otherwise create a legal entity without the written approval of Fiscal Sponsor.

11. JCCLTRG'S EMPLOYEES, CONTRACTORS, and PROPERTY. All employees, independent contractors and volunteers who perform services or work for JCCLTRG are and shall be the employees, independent contractors and volunteers of Fiscal Sponsor. Fiscal Sponsor shall be responsible for payment of all compensation to JCCLTRG employees and independent contractors, and for paying all payroll withholding taxes and payroll taxes for JCCLTRG employees, and for filing all required reports to the IRS regarding payroll taxes, and for preparing and filing all W-2 forms and 1099 forms reporting the payment of compensation to JCCLTRG employees and independent contractors. JCCLTRG shall provide written job descriptions and terms of employment for all employees. Fiscal Sponsor, in conference with JCCLTRG's Board/Steering Committee, shall have the sole responsibility to select, employ, supervise, evaluate, discipline and if necessary terminate the employment or services of all employees, independent contractors or volunteers associated with JCCLTRG.

12. AGREEMENT TO INDEMNIFY. Because Fiscal Sponsor is liable for any acts or omissions of JCCLTRG, JCCLTRG funds shall be used to defend Fiscal Sponsor and its officers, directors, employees and volunteers from any liability, demands or lawsuits for any claim of loss, damage or injury that arises from any of the activities, programs, decisions or omissions of JCCLTRG or employees, volunteers, members or agents associated with JCCLTRG.

13. TERMINATION OF THIS AGREEMENT. Either party may terminate this agreement at any time, with or without cause, by delivering a written statement of termination to the other party at least ten (10) days in advance of the effective date of the termination. This agreement shall automatically terminate if JCCLTRG incorporates as a separate legal entity. If this agreement terminates due to JCCLTRG's separate incorporation as an organization qualified to receive IRS recognition of its 501(c)(3) status for purposes activities significantly related to the activities of JCCLTRG under this agreement, then Fiscal Sponsor shall:

- A. Transfer the remaining funds to JCCLTRG minus any accrued payment owed to Fiscal Sponsor for its services;
- B. Transfer ownership of all JCCLTRG assets, including project name and any intellectual property developed or created by JCCLTRG under this agreement, to JCCLTRG.

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If this agreement is terminated for any reason other than JCCLTRG's separate incorporation, then Fiscal Sponsor shall grant the funds held in the account for JCCLTRG to another nonprofit organization with 501(c)(3) status, that is mutually acceptable to both parties, and that will use the funds in accordance with any restrictions on the use of those funds.

14. MEDIATION AND ARBITRATION. In the event of a conflict regarding the terms of this agreement, or if the parties cannot agree to terminate this agreement without serious conflict, they will enter into a mediated conflict resolution process with a third-party mediator chosen by both parties. If resolution cannot be achieved through mediation, the parties agree to submit to binding arbitration of their differences before a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any decision or award by an arbitrator shall be made in accordance with such laws.

15. ENTIRE, INTEGRATED AGREEMENT. This agreement, and any attached and properly executed exhibits, contains and constitutes the entire agreement of the parties with respect to the subject matter it addresses, and it supersedes any prior oral or written understandings or communications between the parties.

16. AMENDMENTS. This agreement may not be amended or modified, except in a writing signed by both parties.

17. EXECUTION OF THIS AGREEMENT HAS BEEN PROPERLY AUTHORIZED BY BOTH BOARDS OF DIRECTORS. Each of the parties to this agreement certify that its own Board of Directors/Steering Committee has formally approved entering into this Fiscal Sponsorship Agreement, by passage and adoption of a resolution at a properly called Board/Steering Committee meeting at which a quorum was present, and for which proper minutes were recorded.

EFFECTIVE DATE AND TERM. This Agreement is effective on the date of its execution by both parties, as shown below. It shall continue in effect until either party terminates the Agreement in accordance with the provisions for termination stated above.

EXECUTION. The parties may execute this agreement in separate counterparts, each of which is deemed an original and all of which constitute only one original.

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IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement:

SIGNED:

DocuSigned by:

254E2AA83BA1403
11/10/2022
Authorized signer on behalf of CPRCD Date

Kirk Shimeall Executive Director
Name & Title

DocuSigned by:

00E60940BF89403...
11/10/2022
Authorized signer on behalf of JCCLTRG Date

Blanca Luz Lucy Brossard Board President
Name & Title

List of Exhibits:

- A. JCCLTRG Mission Statement
- B. CPRCD Personnel Policies
- C. Fiscal Sponsor's Document Retention and Destruction Policy
- D. JCCLTRG's List of Authorized Signers
- E. Fiscal Sponsor's Fee Structure
- F. Fiscal Sponsor's Conflict of Interest Policy
- G. Fiscal Sponsor's Vendor Payment Policy

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Exhibit A
Mission Statement
Jackson County Community Long Term Recovery Group

Helping disaster survivors of Jackson County recover and rebuild their lives.

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Exhibit B CPRCD Personnel Policy Revised 9/1/2022

INTRODUCTION

Cascade Pacific Resource Conservation and Development (CPRCD) employs an Executive Director who is administratively responsible for all functions of the organization including the direct and indirect management of CPRCD employees. The Executive Director reports to and consults with the Board of Directors. The Board of Directors' primary responsibility is to work with the Executive Director to ensure strategic and financial planning for the future of CPRCD.

CPRCD strongly believe employees should have the right to make their own choices in matters that concern and control their life. We believe in direct access to management. We are dedicated to making CPRCD a company where you can approach your supervisor/steering committee, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of CPRCD. The whole is greater than the sum of its parts, so please communicate with each other and with management.

Remember, you help create the healthy, pleasant and safe working conditions that CPRCD intends for you. Your dignity and that of fellow employees, as well as that of our partners, and clients, is important.

CPRCD needs your help in making each working day enjoyable and rewarding.

All employment and compensation with CPRCD is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either CPRCD or yourself, except as otherwise provided by law.

A. COMMITMENT TO QUALITY – CUSTOMER SERVICE

CPRCD strives to understand and meet the needs of its clients and partners who receive our services, to provide service in a timely and professional manner, and to provide leadership in addressing the emerging issues of our community. CPRCD's objective is to assure the quality of our services by obtaining qualified workers, assist in their further development, meet current and future staffing needs, maintain clear and concise records of program activities, and focus on continuous process and program improvement.

Listed below are several things that CPRCD employees can do to assure our continued commitment to quality and client/partner relations:

- Act competently and deal with clients and partners in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on questions promptly (both phone, written and email), provide

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businesslike replies to inquiries and requests, and perform all duties in an orderly manner.

- Take great pride in one's work and enjoy doing one's very best.

These are the building blocks for your and CPRCD's continued success. Thank you for adding your support.

B. COMMITMENT TO DIVERSITY AND NON-DISCRIMINATION

1) COMMITMENT TO DIVERSITY POLICY

As a 501(c)3 non-profit corporation, CPRCD is an Equal Opportunity Employer. Among its documented values is a commitment to people. Our success depends on the people who work with and for CPRCD. We value and will work to actively involve people from a broad spectrum of ethnic and cultural backgrounds, ages and abilities, lifestyles, beliefs, and identity expressions. We hope to create an environment that encourages each of us to achieve our potential, and values the contributions of all.

2) NON-DISCRIMINATION POLICY

CPRCD does not discriminate on the basis of race, color, national and ethnic origin, religion, gender, sexual orientation, identity expression, age, or physical or mental disability in hiring and administration of its policies and program activities.

C. ELECTRONIC COMMUNICATIONS, TELEPHONE, EQUIPMENT USE

- 1)** CPRCD provides tools and equipment (e.g. computers, laptop computers, telephones, scanners, or any other electronic or office equipment for the workplace), so that their employees are able to perform work for the benefit of CPRCD and this equipment should not be used for employee's personal use.

- 2) POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

Staff members and volunteers agree that they will not engage in text messaging while driving in any organization-owned or -rented, vehicles, or privately owned vehicle when on any organization business or when performing any work on behalf of the organization.

- a. "Driving" is defined as operating a motor vehicle on an active roadway with the motor running, including while stationary in traffic because of traffic patterns, a traffic light, stop sign, or otherwise. Safely pulling over in order to read/compose/send messages is acceptable.

- b. "Text messaging" means reading from or entering in data into any handheld or electronic device, including for the purpose of short message service texting, emailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

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- 3) Only those files, programs, documents and other information authorized by CPRCD are to be on equipment owned by CPRCD. Some equipment is intentionally mixed, such as cellphones, and the non-business content is at the discretion of the Executive Director. Equipment owned by CPRCD may be audited, used, or searched by CPRCD's management without warning or notice. Unauthorized files, programs, documents and other information may be removed or altered. If unauthorized files, programs, documents or other information appears to be in any manner illegal, CPRCD will contact law enforcement.
- 4) Employees may not place passwords or codes on CPRCD equipment without the authorization of the Executive Director. All passwords are the property of CPRCD and must be given to employee's supervisor/steering committee/steering committee.
- 5) Employees who use CPRCD equipment in an inappropriate manner may be disciplined or discharged at the discretion of their supervisor/steering committee.
- 6) By agreeing to continue work under this Policy, employees specifically agree that they have no privacy right or expectation to anything saved or stored on equipment owned by CPRCD. Personal files, programs and other information not authorized by CPRCD may be viewed, deleted, amended or destroyed by CPRCD.

D. NEW HIRES

1) APPLICATIONS

CPRCD is committed to a policy of equal opportunity employment for all applicants and employees. Applications that are received in a timely manner will be reviewed fairly and decisions will comply with all applicable laws prohibiting discrimination. CPRCD is an Equal Opportunity/Affirmative Action employer.

2) HIRING POLICIES

The Board will hire the Executive Director. All other vacancies or new positions within the organization will be hired by the Executive Director in consultation with that position's supervisor as necessary. New staff position will be created in consultation with the Board of Directors; the Board approves any new staff positions.

3) HIRING PROCESS

Minimum qualifications, requirements and job duties for each position shall be determined by the Executive Director, and will be included in a written job description that will be available to applicants and employees. Candidates shall provide CPRCD with pertinent data, including references, prior to being employed.

4) LETTER OF HIRE

Every permanent employee shall receive a letter of hire outlining acceptance of the position and a copy of the job description including pay rate and working conditions. A copy of the letter of hire will be placed in the employees personnel file.

5) JOB POSTINGS

When time allows, job postings will appear in appropriate publications and locations as the need for staff is required. A summary of the job description, pay range and requirements will be included in the posting. The posting will run for as long as is deemed necessary by CPRCD. CPRCD welcomes women and minority applicants for consideration of employment.

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E. EMPLOYEE EVALUATIONS

1) PROBATIONARY PERIOD

The probationary period begins with the date of hire and concludes six months from that date. During the probationary period the employee may be let go with or without cause.

At the end of the six month probationary period, the employee will receive a review. Thereafter, reviews will be conducted on an annual basis.

2) PERFORMANCE REVIEWS

Personnel reviews will be used as an opportunity to objectively discuss with the employee all aspects of job performance and provide an on-going record for retention and/or promotion of an employee and to encourage employees to set goals and work towards personal/professional opportunities for growth.

All performance reviews will be discussed with the employee in a private interview. A written form will be utilized in all performance reviews. An employee is entitled to attach a statement in favor of, or opposed to, the review just completed. This statement then becomes a permanent part of their personnel file.

- i. Review of the Executive Director: The Board President and one additional Board member will conduct all reviews of the Executive Director. The Board President may seek comments from the full Board of Directors, other staff and constituents on the performance of the Executive Director. The Board will review and approve all reviews of the Executive Director.
- ii. Review of Other Permanent Employees: All staff positions will be reviewed by supervisor/steering committees, and in conjunction with the Executive Director if requested by the steering committee. The supervisor/steering committee may seek comments from other staff and individuals on the performance of the employee. The Board will review and approve employee reviews only if there is a dispute about the evaluation by any of the Parties.

F. EMPLOYEE CONDUCT

Each employee is expected to maintain the highest standards of conduct, cooperation, efficiency, and professionalism in their work for CPRCD.

1) DRUG FREE WORK PLACE POLICY

a. PURPOSE AND GOAL

CPRCD is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. All employees are expected and required to report to work in an appropriate emotional and physical condition.

CPRCD encourages employees to voluntarily seek help with drug and alcohol problems.

b. COVERED WORKERS

Any individual who conducts business for the organization, is applying for a

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position or is conducting business on the organization's property is required to comply with our drug-free workplace policy. Our policy includes, but is not limited to Executive Director, executive management, managers, supervisor/steering committees, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

c. APPLICABILITY

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours.

d. PROHIBITED BEHAVIOR

It is a violation of our drug-free workplace policy to use, manufacture, distribute, dispense, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Violations of the policy will result in disciplinary action up to and including termination.

e. NOTIFICATION OF CONVICTIONS

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

f. CONSEQUENCES

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after one year. If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation or may be terminated. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

g. RETURN-TO-WORK AGREEMENTS

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

h. ASSISTANCE

CPRCD recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation.

To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the

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community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

i. CONFIDENTIALITY

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

j. SHARED RESPONSIBILITY

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor/steering committee.

It is the supervisor/steering committee's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

k. COMMUNICATION

Communicating our drug-free workplace policy to both supervisor/steering committees and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.

- 2) HARASSMENT** Any employee who believes they are the subject of harassment prohibited by law or by CPRCD policies may file a written complaint, as outlined in the grievance process section of the personnel policies, with their supervisor/steering committee. The supervisor/steering committee, in

consultation with the Executive Director, will use the Grievance Procedure outlined in the Personnel Policies to confidentially investigate the complaint. If the grievance is with the supervisor/steering committee or Executive Director then the written complaint should be sent to the President of the Board.

Sexual harassment in the work place is treated as sexual discrimination in the Equal Employment Opportunity Guidelines. It is against the CPRCD policy and illegal for any employee to harass another employee by:

- making sexual advances or requests for sexual favors, and/or verbal or physical conduct of a sexual nature, a condition of employment;
- making submission to or rejection of such conduct the basis for employment decisions the employee, or;
- unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment by such conduct.

It is also against CPRCD policy and may be illegal to harass another employee by unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment related to any of the factors listed in CPRCD's non-discrimination policy.

3) **EMPLOYEE DISCIPLINE**

If at any time an employee's work habits, work products or conduct should become deficient, or if an employee should violate any of these Policies, the Executive Director, or Board President will point out the deficiencies via oral or written warnings and encourage the employee to correct these deficiencies. If the employee fails to correct the communicated deficiencies, the employee may be notified in writing that because of the continuing deficiency the employee shall be disciplined in accordance with the Disciplinary Actions Section of this document.

G. **EMPLOYEE CLASSES**

At the time an employee is hired, they are classified as full-time, part-time or temporary and are also told whether they qualify for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual and communicated by CPRCD apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If an employee is unsure of which job classification their position fits into, they should ask their supervisor/steering committee for clarification.

Full Time Employees

An employee who has successfully completed the Introductory period of employment and who works at least thirty two (32) hours per week is considered a full-time employee.

Part-Time Employees

An employee who works less than a regular thirty two (32) hour work week is considered a part-time employee.

"Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "nonexempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per work week. These employees are referred to as "non-exempt" in this document. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are executives, managers, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If an employee is exempt, they will be advised that they are in this classification at the time they are hired, transferred or promoted.

H. WORK HOURS

1) THE WORK DAY

Workday hours may vary depending on workload and budget considerations. Work schedules will be determined as needed by staff, in consultation with the Executive Director. Work hours may vary and may occasionally involve evening and/or weekend hours. The Executive Director, in consultation with the Executive Board, will evaluate the workload and staffing needs annually or as needs arise. These responsibilities may be alternatively be performed by the steering committee; e.g. Supervisors of fiscally-sponsored projects will conduct this task for their own programs.

2) THE WORK WEEK

CPRCD establishes the employee work week as Monday through Friday. It is anticipated that normal work hours will generally fall between 9:00 am and 5:00 pm on a normal basis. Exceptions from this normal work week may be approved on a case by case basis by the employee's supervisor/steering committee. It is expected that employees working less than 40 hours per week will establish and maintain a regular work schedule from week to week and this schedule will be approved by their supervisor/steering committee. CPRCD recognizes that we all have rich and full lives outside of work, and that sometimes our personal responsibilities overlap into work hours. In that case it is acceptable to make up those missed hours and tasks later, i.e. work in the evening.

3) OVERTIME HOURS

It is the expectation that employees will complete their work in the weekly hours designated in their job description. Overtime is to be used only in unusual circumstances, such as an unexpected event or time sensitive deadline and should be cleared by the employee's supervisor/steering committee in advance. The employee needs to be able to document and justify the circumstances necessitating overtime hours. Anticipated overtime should be discussed in advance with employee's supervisor/steering committee. Excessive overtime can be grounds for disciplinary action.

4) TIME SHEETS

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CPRCD staff shall maintain daily timesheets. Timesheets must be signed by the employee and submitted on the specified due date at the end of the monthly pay period prior to receiving a paycheck.

I. JOB DESCRIPTIONS AND EMPLOYEE COMPENSATION

1) JOB DESCRIPTIONS

A detailed description of each position within CPRCD shall be prepared by the Executive Director or steering committee. Permanent positions are dependent upon available funding in CPRCD's annual budget.

2) PAY RANGES

Pay ranges shall be established for all paid positions and shall be reviewed and updated as part of the annual budget process. Pay ranges shall be competitive in the employment market and will be based on the relative compensatory value of jobs within the organization according to skill, effort, responsibility, and working conditions associated with the jobs. If established pay ranges detract from CPRCD's ability to recruit or retain a qualified work force, pay ranges may be adjusted according to the market value of the job. The Executive Director is authorized to administer this policy, in consultation with the Finance Manager.

3) PAY RATE DETERMINATION

An employee will normally start at the bottom step of the pay range upon appointment to a job. Starting pay at a higher step level may be allowed at the discretion of the Executive Director, in recognition of exceptional qualifications if adequate funding is available. An employee's anniversary date is the date of hire for their current position. An employee will advance to the next step on the pay schedule for their position when it is deemed appropriate by the supervisor/steering committee and budget allows. If an employee changes positions, their anniversary date will change to the start date in their new position.

Their new pay rate depends upon the type of job change:

Lateral transfer -The employee will remain at their current step if the new job is a lateral transfer to a position with the same pay range.

Promotion - If the new job constitutes a promotion but has a lower starting rate than the employee's current pay rate, the employee would start at a pay step equal to or higher than their current rate of pay.

Other Job Changes - For all other job changes the employee would start at the bottom step of the pay range for their new position or would enter at another step if deemed appropriate by the Executive Director.

4) PERIODIC REVISIONS

The pay schedule will be reviewed annually by the Executive Director in conjunction with the budget approval process. When a COLA or other adjustment to the Pay Schedule is authorized it is normally effective as of July 1 and is retroactive to July 1 for all permanent staff employed on that date. For permanent employees hired after July 1, the COLA adjustment will be retroactive to their date of hire.

5) OVERTIME PAY

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For non-exempt employees overtime pay will be calculated at one and one half (1.5) times their normal hourly rate for all hours worked over 40 hours per week. Overtime policies will be updated as required to comply with state law.

6) EMPLOYEE BONUS

Keeping in mind the financial status of CPRCD and incoming grant monies, the Board, steering committee or Executive Director may from time to time award an employee bonus for exceptional effort or work. The bonus may be awarded to all or some employees, but shall not be considered a regular part of the employees' compensation.

7) PAY PERIODS

All employees will be paid on a monthly basis with payday being on the fifth day of the month, unless the 5th falls on a weekend in which case the payday will be the preceding weekday.

J. REIMBURSEMENT FOR WORK RELATED EXPENSES

Employees will be compensated for work related expenses as follows, and in accordance with budgetary guidelines established by the Executive Board:

- 1) Employees may use their personal vehicle for work related travel (other than coming and going to work) and will be reimbursed at the current rate recognized by the Internal Revenue Service. Mileage for a trip cannot exceed the cost of coach airfare. Employees using their car for business travel must hold a valid Drivers' License.
- 2) The cost of meals that necessarily take place during employee travel will be reimbursed within the current federal per diem guidelines.
- 3) Prior authorization of the employee's supervisor/steering committee will be required for attendance at conferences, workshops, or other activities that are not included in the annual budget. All budgeted expenses (travel, registration, meals and lodging) shall be paid by CPRCD.

Employees may request travel expenses prior to their departure. Employees requesting travel advances must present a completed expense report with receipts for all expenses within ten working days of their return. Employees requesting travel reimbursement must also present a completed expense report within ten working days of their return, with receipts for all expenses, except per diem. Per Diem will be paid in the amount specified in federal guidelines, prorated, if necessary, for the amount of travel time each day.

J. EMPLOYEE BENEFITS

1) QUALIFICATIONS FOR BENEFITS

All CPRCD permanent employees working 32 hours or more are entitled to benefits as outlined in this section. The contents of the benefits program shall be determined by the Executive Board, in consultation with the Executive Director and will be reviewed annually. (Current health and retirement benefits are listed in attachment 2)

2) EMPLOYEE TRAINING

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It is the policy of CPRCD that each permanent employee will receive one job-related training opportunity per fiscal year, dependent upon budget constraints. Specific training may be chosen by the employee in consultation with their supervisor/steering committee and does not include conferences or other meetings required in the course of their regular job duties. The supervisor/steering committee will make every effort to see that permanent employees have the opportunity for professional growth and development.

3) EMPLOYEE LEAVE

Employees working 32 hours a week are considered to be full time. All employees will accrue paid time off (PTO) each month at the rates set out below. Listed accrual rate changes become effective on the employee’s anniversary date.

a. Paid Time Off (PTO):

Paid Time Off incorporates vacation time, personal business, and sick leave. This is a flexible arrangement that can be used for any of these various reasons at the employee’s discretion. CPRCD offers this employee-friendly benefit primarily to be competitive in attracting and retaining talented employees. PTO accrual rates are based on FTE.

Probationary employees begin to accrue PTO at the date of hire. They may use PTO during the probationary period PTO is accrued and credited to the employee’s account on a monthly basis at the following rates as shown in the table below:

Paid Time Off (based on FTE)				
Years of Service	Monthly Accrual (hours)	Annual Hours	Total Days	Weeks
0-3	14.3	172	21.5	4.3
3-5	17.3	208	26.0	5.2
5+	20.3	244	30.5	6.1

Paid Time Off balance can reach a maximum of 220 hours, after which the employee will not accrue additional hours until time is taken off. The accrual period follows the calendar year. Employees will be paid for only up to 80 hours of their accrued PTO upon separation from CPRCD.

Employees are expected to request PTO. This time must be requested from their supervisor/steering committee at least two weeks prior to their proposed time off. PTO for vacation is restricted to two consecutive weeks without prior approval.

The Executive Director or steering committee has the authority to grant an employee paid PTO up to one month’s accrual. The Executive Director or steering committee has the ability to approve exceptions to this policy in extenuating circumstances.

b. Paid Holidays

Full time employees (32 hours/week or more) will be paid based on FTE; hours paid for part-time employees will be pro-rated based upon their normal weekly

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schedule. For example, an employee working 25 hours a week will be paid five (5) hours for each holiday. These 11 holidays include:

1. New Year's Day
2. Martin Luther King Jr.
3. George Washington's Birthday
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

c. Winter Closure

CPRCD will be closed during the four working days between Christmas and New Year's Day. This closure is treated as Holiday Time.

d. Jury Duty

Any employee summoned to jury duty will receive time off with pay for the first five (5) business days of jury duty. After the first week of jury duty, the employee may either take the time off without pay or use accrued personal time.

e. Funeral Leave

Up to three days funeral leave will be paid, per year, to the employee. Other PTO may be used as additional paid bereavement leave with the approval of the Executive Director or steering committee.

4. DISCIPLINARY ACTIONS

The following actions are examples of major infractions, which may result in suspension without pay, or termination:

- Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to CPRCD's efforts to operate profitably.
- Willful violation of security or safety rules or failure to observe safety rules or failure to wear required safety equipment; tampering with equipment or safety equipment.
- Negligence or any careless action, which endangers the life or safety of another person.
- Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises, except medications prescribed by a physician which do not impair work performance.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of

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- violence toward anyone on company premises or when representing CPRCD; fighting, or horseplay or provoking a fight on company property, or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your supervisor/steering committee pertaining to your work; refusal to help out on a special assignment.
 - Threatening, intimidating or coercing fellow employees on or off the premises -at any time, for any purpose.
 - Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, clients, suppliers, or visitors in any manner.
 - Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.
 - Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about personal leave; falsifying reason for a leave of absence or other data requested; alteration of company records or other company documents.
 - Violating the non-disclosure agreement; giving confidential or proprietary CPRCD information to competitors or other organizations or to unauthorized employees; working for a competing business while at CPRCD employee; breach of confidentiality of personnel information.
 - Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
 - Immoral conduct or indecency on company property.

Occurrences of any of the following activities, as well as violations of any CPRCD rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed “at will.”

- Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor/steering committee; mistakes due to carelessness or failure to get necessary instructions.
- Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor/steering committee; stopping work before time specified for such purposes; failing to complete work in a timely manner.
- Sleeping on the job; loitering or loafing during working hours.
- Excessive use of company telephone for personal calls.

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- Smoking in the workplace.
- Creating or contributing to unsanitary conditions.
- Failure to report an absence or late arrival; excessive absence or lateness.
- Obscene or abusive language, indifference or rudeness towards a client, partner or fellow employee; any disorderly/antagonistic conduct on company premises.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.
- Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor/steering committee; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

5) DISCIPLINARY PROCESS

In general, the disciplinary process shall attempt to correct deficiencies by following the progression set out below. Often times it is best to simply have a conversation with the staff about their actions, in these cases if the conversation does not result in correction the following steps shall be done. CPRCD reserves the right to invoke discipline including discharge as its first response to employee actions that are serious in nature, in the judgment of the Executive Director or Board.

1st Offense: Shall include but is not limited to, a written warning detailing the nature of the offense, a plan for corrective actions on the part of the employee and the employer, a timeline for correction of the problem and a date for follow-up conference. The warning will be included in the employee's personnel file with the option for removal after three years without recurrence.

2nd Offense: Suspension for 5 work days without pay, or termination. In the case of suspension, documentation must include a written work plan for return to work with notification that further violations will result in termination. Documents become permanent record in the employee's personnel file.

3rd Offense: Termination of the employee.

The employee retains the right through the appeals process to appeal any disciplinary action.

6) APPEALS PROCESS

The employee has the right to appeal any disciplinary action. The appeal must be submitted in writing within 10 working days of the disciplinary action to the Board President and the Board. The employee must notify the Board President

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of their intent to appeal within the 10-working-day period, preferably at the time of notification of disciplinary action.

a. The Board has 10 working days from receipt of the appeal to render a decision. This decision should include recommendations for any corrective actions on the part of the employee and employer. The decision of the Executive Board is final.

7) GRIEVANCE PROCESS

Grievances may include but are not limited to the following actions: sexual, racial, ethnic or religious harassment, in the form of inappropriate language, gestures, or intimidation; or any action on the part of an employee which impedes or prevents another employee from performing their regular duties.

LEVEL 1: It is the responsibility of the employee to notify their immediate supervisor/steering committee of any offense and to request that the supervisor/steering committee meet with the involved parties to resolve the issue. In the event that the immediate supervisor/steering committee is the grievant or respondent, the Board President will serve as the arbitrator. If action is resolved at this level no further action is required.

LEVEL 2: If no resolution occurs, the aggrieved employee has 5 working days to file a written grievance with the Board President. The President shall notify the person who is the party to the grievance within two (2) working days. The Board President will have five (5) working days to respond in writing with a decision. Every effort should be made to resolve the issue before a written grievance is filed. Corrective actions may include, but not be limited to: change of work assignments, development of a written corrective action plan, written warning, suspension without pay, or termination with the approval of the Board.

LEVEL 3: Further grievances brought against an employee and deemed valid after due process will result in disciplinary action against the employee. Actions may include written warnings, suspensions without pay or termination.

Charged employees have the right to appeal all decisions except those involving termination through the Appeals Process outlined in the previous section of the Personnel Policies. The Executive Board's decision on any appeal will be final.

K. RESIGNATIONS

All employees are expected to give two weeks' notice to their supervisor/steering committee in the event of their resignation. This is negotiable at the discretion of the Executive Director.

L. LAY-OFFS

If events require a lay-off of an employee(s), CPRCD will give the staff 2 weeks' notice, if funding permits. The Executive Director has the final determination of when a lay-off is required. All options will be considered before a lay-off is implemented. Consideration will be given to seniority and to the skills necessary to

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maintaining the organization.

M. PERSONNEL RECORDS

All personnel records are the property of CPRCD. An employee has the right to examine their own records with their supervisor/steering committee present. Staff may make written comments for inclusion in their records about any evaluation or disciplinary action. Staff may also request that any non-permanent reprimand be removed after three (3) years from the date of occurrence.

The employee, the Executive Director, and the Board President, and staff that work in Human Resource functions are generally the only people who have access to the employee's personnel file. Other Board members who have an operational need or responsibility may view personnel files, such as for employee evaluation or for the resolution of a disciplinary action, grievance or dispute.

CPRCD Current Benefits

All CPRCD permanent employees working 32 hours or more are entitled to benefits, and will **become eligible after a 30 day waiting period.**

Current Health and Retirement Benefits Include

Health and Dental Insurance:

Full time employees working 32 hours or more per week, and have been employed for at least 30 days, are eligible for health and dental benefits. Benefits become active the 1st of the month following the 30 day waiting period. Employees have the option of waiving coverage if they choose. Cascade Pacific will cover the premiums of both health and dental coverage for the Employee, but any dependents enrolled of the Employee will be paid for at the Employees expense.

Finance Manager Molly Davis will provide new employees with the current breakdown of CPRCD's Health and Dental Coverage Costs.

Employees working less than 20 hours per week are not eligible for this benefit.

Simple IRA Match:

Once an employee has earned \$5,000 from CPRCD in a calendar year they are eligible to enroll in a Simple IRA Plan the following January. To participate, the employee must open a Simple IRA account with the investment company of their choice.

Once their account is open, they need to complete a payroll deduction authorization form to indicate the percentage of their monthly pay to be automatically deposited into the IRA account. This percentage is applied to all taxable income including the benefit stipend.

CPRCD will match the employee contribution for up to 3% of the employee's monthly

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taxable wage. For example, an employee who deposits 1% of their taxable income to their IRA account each month receives an equivalent 1% match from CPRCD. An equivalent percentage match also applies to a deposit of 2% or 3%. If an employee contributes 4% or more the CPRCD match amount will be capped at 3% of taxable income.

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Exhibit C

Document/Record Retention Policy

The Sarbanes-Oxley Act addresses the destruction of business records and documents and turns intentional document destruction into a process that must be carefully monitored. Cascade Pacific RC&D acknowledges its responsibility to preserve information relating to the operation of their corporation. The Sarbanes-Oxley Act of July 30, 2002 makes it a crime to alter, cover up, falsify, or destroy any document to prevent its use in an official proceeding. Failure to follow this policy can result in disciplinary action against responsible individuals (up to and including termination of employment) from Cascade Pacific RC&D. This policy outlines Cascade Pacific's intention to store documents securely according to the document timeline. At the expiration of these timeframes Cascade Pacific RC&D will destroy documents through shredding emulsifications and/or other appropriate methods.

Document Timeline for Record Retention

The documents listed are to be held at a minimum of the times specified. Documents that pertain to this policy include, but are not limited to, the following: Electronic files, hard copies, written correspondence, notes, emails, etc. Beyond the legal guidelines, it may be necessary to evaluate the relevance of documents that may hold a significant value to the community or corporation. It is advised that all employees consider the worth of miscellaneous information while maintaining record order.

<u>Minimum Requirement</u>	<u>Type of Document</u>
7 years	Accounts payable ledgers and schedules
7 years	Accounts receivable ledgers and schedules
Permanently	Articles of Incorporation, charter, bylaws, minutes
Permanently	Audit reports
7 years	Bank reconciliations
7 years	Bank statements
Permanently	Checks (for important payments and purchases)
5 years per agreement with Council	Contracts (Watershed Projects)*
7 years	Contracts, mortgages, notes and leases (expired)
Permanently	Contracts (still in effect)
3 years	Correspondence (general)
Permanently	Correspondence (legal and important matters)
2 years	Correspondence (with customers and vendors)
Permanently	Deeds, mortgages, and bills of sale
Permanently	Depreciation Schedules
10 years	Duplicate Deposit slips

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continued....

Minimum Requirement

Type of Document

3 years	Employment Applications
7 years	Expense Analyses/expense distribution
Permanently	Financial Statements, year end
Permanently	Insurance Policies (expired)
Permanently	Insurance records, current accident reports, claims
3 years	Internal audit reports
7 years	Inventories of products, materials, and supplies
7 years	Invoices (to customers, from vendors)
7 years	Payroll records and summaries
30 years after termination of employment	Personnel files (terminated employees)
Permanently	Retirement and pension records
Permanently	Tax returns and worksheets
7 years	Timesheets

Permanently Held Documents

- Articles of Incorporation
- Audit Reports Checks
- Contracts (Still in effect) Correspondence (legal and Important) Deeds, mortgages, and bills of sale Depreciation schedules
- Financial year end statements Insurance records, etc... Retirement and pension records Tax returns and worksheets
- Trademark registrations and copyrights

30 years

Personnel files (terminated employees)

10 years

Duplicate Deposit Slips

7 years

Accounts Payable Accounts Receivable Bank reconciliations Bank statements
 Contracts, mortgages, notes Expense analyses/distribution Inventories
 Invoices (vendors to customers) Payroll records & summaries Timesheets
 Withholding tax statements

5 years

Contracts (Watershed Council Projects)

3 years

Correspondence (general) Employment applications Internal audit reports

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2 years

Correspondence (customers & Vendors)

Privacy and Sensitive Information

Privacy of sensitive information collected in the course of doing business is very important to Cascade Pacific RC&D. We recognize concerns and maintain a strict policy regarding privacy and confidentiality.

Overview of data collection, management and removal process in place: Cascade Pacific RC&D works with a variety of individuals, grants, and information. In order to keep information safe and secure while operating our organization, steps for handling information have been put into place. This information is gathered and held in different forms for varying periods of time and is shared only with permission from authorized personnel.

The data collected by Cascade Pacific RC&D can be divided into two different categories: identifying information: names, telephone numbers, addresses, email addresses demographic information, contractor numbers, and tax identification numbers; and sensitive information: social security numbers, financial records, and health information. Cascade Pacific RC&D has a responsibility to protect the sensitive and identifying information collected during the course of implementing the organization's programs.

There are several principles used in the development of this policy.

1. Notice/Awareness: individuals providing sensitive and identifying information have a right to know who is collecting the data, who it will be shared with and how it will be used
2. Access: Individuals have a right to know what information is being held, and the right to verify that the information is current/accurate.
3. Integrity/Security: Organizations are obligated to protect individuals' information through security policies that prevent unauthorized access to sensitive and identifying information.

Collection of personal information: Information that is not necessary for the implementation of the organization's programs should not be collected. It is the responsibility of each program to review its applications and paperwork and determine whether the information requested is necessary.

Sharing of personal and sensitive information: Information collected by the RC&D about participants and partners will be shared as required to implement the organizations program, or as required by law. Participants will be informed of with whom their information will be shared through the disclosure above.

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Storage of paper documents: Documents with sensitive information will be maintained in a locked and secure space. No files containing identifying and/or sensitive information will be left unattended.

Storage of electronic data: Electronic data will be stored on a computer that is password-protected. If the computer is on a network, the network will have security in place to deter unwarranted access. USB and removable drives or CDs should not be used to hold personal information unless the data itself is password-protected. (i.e. a Quickbooks file)

Anti-virus software will be used on all computers that store sensitive data.

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Exhibit D
AUTHORIZED SIGNER DESIGNATION
And
CONTACT INFORMATION FOR ORGANIZATION

Starting on the date of execution of agreement, **JACKSON COUNTY COMMUNITY LTRG** designates those listed below as **Authorized Signer(s)** to authorize payment of expenditures from grant funds and other local match funds, per the specifications of all applicable Agreement(s) entered into by **JACKSON COUNTY COMMUNITY LTRG**. An **AUTHORIZED SIGNER** may not authorize a payment to himself/herself.

JACKSON COUNTY COMMUNITY LTRG agrees that the signature on a payment request by one of **the Authorized Signer(s)** designated herein shall authorize **Cascade Pacific RC&D (CPRCD)** to make that payment without further approval from the **JACKSON COUNTY COMMUNITY LTRG**. This exhibit replaces all previous **Authorized Signer** designations for the **JACKSON COUNTY COMMUNITY LTRG** as of the date of the **JACKSON COUNTY COMMUNITY LTRG**'s signature below and upon receipt at **CPRCD**. These **Authorized Signer(s)** are valid for a period of one year from the date of signature of this form, or until **CPRCD** receives a new **Authorized Signer Designation** form from **JACKSON COUNTY COMMUNITY LTRG**.

SIGNED:

AUTHORIZED SIGNER #1: Blancaluz Lucy Brossard Board President

Name and Title

DocuSigned by:

09E60910BF89403...

Signature

president@jccltrg.org

Email

AUTHORIZED SIGNER #2: _____

Name and Title

Signature

Email

APPROVED BY JACKSON COUNTY COMMUNITY LTRG STEERING COMMITTEE:

CHAIR: Blancaluz Lucy Brossard president@jccltrg.org

Name

Email

DocuSigned by:

09E60910BF89403...

Signature

11/10/2022

Date

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CONTACT INFORMATION FOR ORGANIZATION

Key contact person:

Caryn Wheeler-Clay, Coordinator
Name and Title

Jackson County Community Long-Term Recovery Group
60 Hawthorn Street, Medford, Oregon 97504
Address

caryn@jccltrg.org
Email

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Exhibit E
FEE STRUCTURE
for
FISCAL SPONSORSHIP PROJECT RELATIONSHIP
with
JACKSON COUNTY COMMUNITY LTRG

1. **JACKSON COUNTY COMMUNITY LTRG** agrees to pay an initial, one-time Fiscal Sponsorship set-up fee of \$250. This fee can be waived until adequate funds become available.
2. Standard fiscal administration fees for grants to **JACKSON COUNTY COMMUNITY LTRG** will be 10%, until this Fiscal Sponsorship relationship is renegotiated.
3. Fees for donations to **JACKSON COUNTY COMMUNITY LTRG** will be assessed at the following rates:

Donation Amount	Percent Assessed
\$1-\$500	10%
>\$500-\$1000	5%
>\$1000-\$5000	2%
>\$5000	1%

IN WITNESS WHEREOF, the parties have executed this EXHIBIT E to the Fiscal Sponsorship Agreement:

SIGNED:

DocuSigned by:

254E2AA83BA1403...

 Authorized signer on behalf of CPRCD 11/10/2022
Date

Kirk Shimeall Executive Director

Name & Title

DocuSigned by:

09E60910BF89403

 Authorized signer on behalf of JCCLTRG 11/10/2022
Date

Blanca Luz Brossard Board President

Name & Title

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Exhibit F
Cascade Pacific RC&D
Conflict of Interest Policy

Policy on Conflicts of Interest and Disclosure of Certain Interests

Purpose: This conflict of interest policy is designed to help directors, officers and employees of Cascade Pacific Resource Conservation and Development (CPRCD) identify situations that present potential conflicts of interest and to provide CPRCD with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though the transaction might benefit the private interest of a director, officer or employee. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in Chapter 65 of the Oregon state statutes, the statute shall control.

1. Definitions.

- a) A "Conflict of Interest" is any circumstance described in Part 2 of this Policy.
- b) A "Responsible Person" is any person serving as an officer, employee, member of the Board of Directors, or any member of a committee with governing board delegated powers, of CPRCD
- c) A "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- d) A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes an actual or potential ownership or investment interest and all forms of compensation and compensation arrangements. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- e) A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by CPRCD. The making of a gift to CPRCD is not a Contract or Transaction.

2. **Conflict of Interest Defined.** For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

a) **Outside Interests.**

- i. A Contract or Transaction between CPRCD and a Responsible Person or Family Member.

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- ii. A Contract or Transaction between CPRCD and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.

b) Outside Activities.

- i. A Responsible Person competing with CPRCD in the rendering of services or in any other Contract or Transaction with a third party.
- ii. Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an entity or individual that competes with CPRCD in the provision of services or in any other Contract or Transaction with a third party.

c) Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:

- i. does or is seeking to do business with, or is a competitor of CPRCD; or
- ii. has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from CPRCD;
- iii. is a charitable organization operating in Oregon;
- iv. under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of CPRCD.

3. Procedures.

- a) **Duty to Disclose.** Prior to board or committee action on a Contract or Transaction involving any actual or possible Conflict of Interest, a Responsible Person having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. A Responsible Person who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has an actual or possible Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- b) **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the Responsible Person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of

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interest exists. The person having a conflict of interest may not vote on the Contract or Transaction. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.

A person who has an actual or possible Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.

c) Procedures for Addressing the Conflict of Interest.

- i. A Responsible Person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- ii. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- iii. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d) Violations of the Conflicts of Interest Policy.

- a) If the governing board or committee has reasonable cause to believe a Responsible Person has failed to disclose actual or possible conflicts of interest, it shall inform the Responsible Person of the basis for such belief and afford the Responsible Person an opportunity to explain the alleged failure to disclose.
- b) If, after hearing the Responsible Person's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the Responsible Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

4. Record of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest,

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the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. Compensation.

- a) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

6. **Confidentiality.** Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of CPRCD. Furthermore, a Responsible Person shall not disclose or use information relating to the business of CPRCD for the personal profit or advantage of the Responsible Person or a Family Member.

7. **PERIODIC REVIEWS.** To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. **Use of Outside Experts.** When conducting the periodic reviews as provided for in Article VI, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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9. Review of policy.

- a) Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
- b) Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to CPRCD. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c) This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

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Exhibit G
Cascade Pacific RC&D
Vendor Payment Policy

To assist you in processing our invoices, please be advised of the following policies:

1. All contractors and vendors must complete a W-9 before we issue the first check. W-9 forms (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>) should be completed and emailed to: ap@cascadepacific.org and molly@cascadepacific.org.
2. CPRCD can only issue payments after the funding has been received from the originating Grantor and will issue checks on a NET 30 days (monthly) basis. Please let CPRCD or the Coordinator of the project know in advance if you have special payment processing needs.
3. An authorized Check Request must accompany all invoices.
4. Invoices will only be paid upon completion of the conditions of a signed agreement where applicable and must be emailed to ap@cascadepacific.org.
5. Price changes, change orders or alterations are only valid with prior written approval.
6. No additional charges, such as price overruns, additional work, etc. will be paid without prior written approval.
7. CPRCD is not responsible for the cost of work that is performed outside of the context of the originating Grantor's intention.

If you have questions regarding these policies, please contact: Molly Davis, Fiscal Manager at molly@casacadepacific.org.

Please email all invoices to ap@cascadepacific.org.

We look forward to providing you with excellent customer service.

State of Oregon
Housing and Community Services Department
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT GRANT
AGREEMENT
Amendment No. 1

This is Amendment No. 1 (the “Amendment”) to the Grant Agreement No. CDBG-DR-23-010, dated December 20, 2023 (the “Agreement”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“Agency”), and **Jackson County Community Long-Term Recovery Group**, (“Subrecipient”), an Oregon Nonprofit Corporation. OHCS and the Subrecipient may be jointly referred to herein as the “Parties” or, individually as a “Party”.

Recitals: Subrecipient and Agency entered in Grant Agreement #CDBG-DR-23-010 effective December 20, 2023. Subrecipient and Agency intended to amend the Agreement to extend the term for an additional year through March 15, 2025. The proposed amendment to extend the Agreement’s term was not executed prior to the Agreement’s October 1, 2024 expiration date due to a delay when assigning new Contract Administrator. As a result, the Agreement term expired on October 1, 2024. Subrecipient and Agency desire to reinstate the Agreement in its entirety, and to amend the Agreement (once reinstated) to extend its term through March 15, 2025, as set forth herein.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows **upon signature by all parties** and approval required by law: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and ~~striking~~ unless a section is replaced in its entirety:
 - a. 1. TERM: The term of this Agreement (the “Term” will become effective on September 25, 2023 ~~or the date this Agreement has been signed by every party, whichever is later~~ (the “Effective Date”) and expires on **March 15, 2025** (the “Expiration Date”), unless otherwise terminated as provided in this Agreement or extended as required below. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

b.

c. Exhibit C shall be updated with correct Contract Administrator contact Information:

~~Blancaluz Brossard~~

Nathan Oetting

~~Telephone: 5033-689-5437~~

Telephone: 503-881-5423

2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subrecipient certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subrecipient under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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SIGNATURE PAGE

Subrecipient

Jackson County Community Long-Term Recovery Group

Signed by: Caryn Wheeler Clay
 Authorized Signature: _____
 Date: October 28, 2024 16F82092DADE4EA...
 By (print name): Caryn Wheeler Clay
 Title: Executive Director
 Email: Caryn@jcccltrg.org
 TIN#: 93-0722979 (Fiscal sponsor EIN, Cascade Pacific)

AGENCY:

**State of Oregon acting by and through its
Housing and Community Services Department**

Signed by: Phillip Andrews Phillip Andrews 11/07/2024
 Authorized Signature: _____
 Designated Procurement Officer Date

Signed by: Nathan Oetting Nathan Oetting 10/28/24
 Reviewed and Approved By: _____
 Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Exempt under OAR 137-045-0050
 Assistant Attorney General Date