



City of Albany, Oregon
COMMUNITY DEVELOPMENT DEPARTMENT

333 Broadalbin Street SW, Albany, Oregon 97321-0144 | BUILDING 541-917-7553 | PLANNING 541-917-7550

REQUEST FOR APPLICATIONS
for
**Community Development
Block Grant Activities**

To include in the 2025 Action Plan
(July 1, 2025-June 30, 2026)

Issue Date: November 4, 2024

Due Date: January 7, 2025, 5:00 p.m.

Applications submitted after the deadline or incomplete applications will not be considered.

Comprehensive Planning Manager Anne Catlin
CDBG Planning Staff Beth Frelander
Purchasing Coordinator Diane M. Murzynski, CPPO, CPPB

**For more information regarding this Request for Applications,
contact Beth Frelander 541-791-0209; beth.frelander@albanyoregon.gov.**



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APPLICATION SUBMISSION REQUIREMENTS

Conditions of Submittal:

By the act of submitting a response to this RFA, the Applicant certifies that:

1. The Applicant and each person signing on behalf of any Applicant certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the Application, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Applicant's response to this solicitation.
2. The Applicant has examined all parts of the Application, including all Federal program requirements and City requirements and contract terms and conditions thereof, provided in Attachment A, *Sample Contract*.
3. The Applicant must submit the Applicant Submittal Checklist, all application materials, required attachments and exhibits.

Other Information:

- If you submit more than one proposal, please indicate your order of priority.

Application and attachments must be received by the City of Albany Community Development Department **no later than 5:00 p.m. Tuesday, January 7, 2025.**

- **Email an electronic copy of** the application narrative and budget as one document and any applicable required attachments as separate documents or combined in one document to cdbg@albanyoregon.gov by the deadline specified above in a non-write protected Adobe.pdf or in MS Word format.

Applications submitted after the designated closing time or to any other location will be determined nonresponsive and will not be accepted. Applicant is solely responsible for delivery of the Application to the correct location by the correct time.

An Applicant's request for modification of an application, or withdrawal of an application received after closing date and time is late. The City shall not consider late applications, late requests for modifications, late withdrawals or incomplete applications.





SECTION 1 – APPLICATION SCHEDULE, PROCESS AND OTHER INFORMATION

1.1 Request for Applications (RFA)

The City of Albany (“City”) is requesting applications for activities to be funded with Community Development Block Grant (CDBG) funds available July 1, 2025. Funds are authorized under the Housing and Community Development Act of 1974, as amended, and are received from the U.S. Department of Housing and Urban Development (HUD).

The Request for Applications can be downloaded from the City of Albany website at <https://www.albanyoregon.gov/cd/blockgrant>, or a printed copy can be obtained at Albany City Hall, Community Development Department, 333 Broadalbin Street SW, Albany, OR 97321, or phone 541-917-7560, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

The City will post any and all addenda on the City website. Prospective Applicants are solely responsible for checking the website at www.albanyoregon.gov/cdbg to determine if addenda or clarifications have been issued. For questions or clarifications regarding this RFA contact Beth Freeland at 541-791-0209, cdbg@albanyoregon.gov.

The City will translate this document into another language as requested. Please contact Beth Freeland at cdbg@albanyoregon.gov to request translation. Por favor, contacta a Beth, cdbg@albanyoregon.gov para solicitar la traducción de este documento.

1.2 RFA Schedule

The following schedule applies to the funding proposal process for preparing the 2025 Action Plan. The timeline below may be changed if it is in the City’s best interest to do so.

RFA Available to Public	November 4, 2024
REQUIRED Pre-Application Meeting	November 20 or December 5, 2024
Proposals Due:	January 7, 2025, 5:00 p.m.
Staff Evaluates Proposals	January 8-9, 2025
Presentations to CDC	January 27 or February 10, 2025, both at noon
CDC application evaluation	February and March 2025
Notice of Intent to Award	April 1, 2025
CDC Hearing on draft Plan	April 21, 2025, 12:00 p.m.
Albany City Council Public Hearing	April 23, 2025, 6:00 p.m.
Contract Award and Execution	July 1, 2025*

*Subject to appropriation of funds by Congress and City contract received by HUD and agency submitting required insurance documentation, etc.

1.3 Application Process

The following process will be used in the City’s review and selection of application proposals for award of 2024 CDBG funding and any carryover funding for inclusion in the 2025 Action Plan.

- a. **REQUIRED Pre-Application Meeting.** Applicants must attend one pre-application meeting to learn more about the requirements of the CDBG program and federal funding, and to ask questions. **Email**





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Beth.freeland@albanyoregon.gov to sign up for one of the meetings below or to request a waiver to this requirement. (Staff may waive this requirement for agencies that have received multiple CDBG grants, are in good standing, and the proposed activity is subject to fewer regulations.) One person may not represent multiple agencies. Workshop dates are:

- Wednesday, November 20, 2024, at 2:00 p.m. (virtual only)
 - Thursday, December 5, 2024, at 10:30 a.m. (hybrid in person and virtual)
- b. Staff Review. City staff will review each proposal to determine whether:
- the application is complete, based on the requirements of this RFA,
 - the project is eligible for CDBG funding under HUD's CDBG Program requirements, and
 - the project is consistent with the goals and funding priorities outlined in the City of Albany 2023-2027 Consolidated Plan.
- c. Applicant Presentations to CDC. Applicants are requested to give an oral presentation on their project proposal to the City of Albany Community Development Commission (CDC) on January 27 at noon or February 10, 2024, at noon. Applicants will be allowed approximately 5 minutes to present their proposals, followed by a 5-to-10-minute question and answer session.
- d. Applications will then be reviewed, evaluated, and scored by the CDC in February and March 2025 using the program policies and priorities specified in the evaluation criteria in Section 3.2 of this RFA.
- e. The CDC's recommendations for the 2025 CDBG program year will be incorporated into the 2025 Action Plan, and any recommendations to reallocate unspent funds from prior years will be included in amendments to prior year plans.
- f. The draft 2025 Action Plan and any amendments to prior plans will be made available for public review for a period of at least 30 days beginning no later than March 2025. The CDC will hold a public hearing to receive public comment on the Commission's funding recommendations. Revisions may be made to the draft plan due to comments received at the public hearings.
- g. At the end of the 30-day public review and comment period, the City Council will hold a public hearing April 23, 2025, to receive input from the community on the CDC's funding recommendations as outlined in the draft 2025 Action Plan.
- h. The City Council will adopt the 2025 Action Plan by May 14, 2025.
- i. Following Council's approval and incorporation of any comments or changes, the 2025 Action Plan will be submitted to HUD by May 15, 2025, for final review and approval.

1.4 Changes to the Application by City Addenda

The City of Albany shall make interpretations, corrections, or changes of the Application Documents in writing by published Addenda. Applicants shall promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the Application Documents and may need to be changed or corrected. All addenda, clarification, and interpretations will be posted on the City CDBG website: www.albanyoregon.gov/cdbg. Posted Addenda shall be issued to all prospective Applicants known to the City of Albany to have received the Application. Interpretations, corrections, or changes of the Application Documents made in any other manner will not be binding.





1.5 Public Records Law

All information submitted by Applicants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Applications for which Applicant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Application the Applicant requests exception from disclosure. Applicant shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany because of this RFA. Applicant should not mark the whole Application document "confidential".

1.6 City to Request Clarification, Additional Research, and Revisions

- a. The City reserves the right to obtain clarification of any point in an Application or to obtain additional information necessary to properly evaluate an Application. Failure of an Applicant to respond to such a request for additional information or clarification could result in a finding that the Applicant is non-responsive and consequent rejection of the Application.
- b. The City may perform, at its sole option, investigations of the responsible Applicant including evaluation of its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
- c. The City reserves the right to request revisions of Applications after the submission of Applications and before award to address scope of services, performance measures, and budget.
- d. To the maximum extent allowed by law, the City may waive minor irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

1.7 Rejection of Applications

The City may reject any Application not in compliance with all prescribed procedures and requirements and other applicable law and may reject any or all Applications in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

1.8 Section 3 Businesses and Individuals, and Target Businesses (Disadvantaged, Minority, Women and Emerging Small Businesses)

Albany encourages the participation of Section 3 Businesses, Section 3 Workers, and Target Businesses as defined below in CDBG assisted activities.

Section 3 Businesses per 24 CFR Part 75 are:

- a. 51% or more owned by residents of public housing or Section 8-assisted housing; OR
- b. 51% or more owned and controlled by low or very low-income persons (per annual HUD income limits); OR
- c. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Section 3 Workers per 24 CFR Part 75 are residents whose income is low or very low per HUD annual income limits or is employed by a Section 3 Business as defined above or is a YouthBuild participant.

Target businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration.





SECTION 2 – COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ELIGIBILITY

2.1 CDBG Objectives and City Consolidated Plan Goals

CDBG activities must comply with CDBG program objectives to develop viable urban communities by providing the following, principally for the benefit of low- and moderate-income (LMI) residents:

- Decent housing,
- A suitable living environment,
- Eliminate slums and blight, and
- Expanded economic opportunity.

CDBG activities must support one or more of the following Albany 2023-2027 Consolidated Plan goals.

2023-2027 CONSOLIDATED PLAN PRIORITIES: The following goals and objectives were identified and developed through agency consultations and citizen participation.

PRIORITY 1: Support affordable housing in Albany.

PRIORITY 2: Reduce homelessness.

PRIORITY 3: Increase availability of needed services for low- and moderate-income residents.

PRIORITY 4: Expand economic opportunities for low- and moderate-income residents.

PRIORITY 5: Strengthen and revitalize low- and moderate-income neighborhoods.

More information about the City's Community Development Block Grant programs is available online: www.albanyoregon.gov/cdbg.

2.2 Eligible Applicants

For most eligible activities, applicants must demonstrate they are one of the following:

- A 501(c)(3) or (c)(4) not-for-profit corporation
- A tax-exempt organization with letter of determination from the Internal Revenue Service; or
- A public/governmental agency independent of the City, such as a housing authority or educational institution.

The following 2 exceptions apply: For-profit organizations may apply for CDBG funds to undertake certain economic development activities related to microenterprise assistance; and

Under certain limited circumstances, for-profit organizations qualifying under HUD criteria as Community-Based Development Organizations (CBDO) may apply for funds to carry out neighborhood revitalization, economic development, or energy conservation projects.

Regulations pertaining to these exceptions can be found at 24 CFR 570.201(o) and 24 CFR 570.204.





2.3 Eligible Activities

The CDBG Program provides flexibility in the eligible uses of CDBG funds to meet local needs within the national objectives. The following is a summary of the range and types of activities that may be funded through the CDBG Program. The summary is not a complete list of eligible activities. Most of the basic eligible activities outlined in 24 CFR 570.201 and 570.202 are listed below. For more information, please review 24 CFR [570.201](#) and [570.202](#) and this CDBG Guide to National Objectives and Eligible Activities:

<https://www.hudexchange.info/onecpd/assets/File/CDBG-National-Objectives-Eligible-Activities-Chapter-2.pdf> or the Basically CDBG manual for information in Spanish:

<https://www.hudexchange.info/sites/onecpd/assets/File/Basicamente-CDBG-Manual-Entero.pdf>.

Acquisition of real property – purchase option, long-term lease, or donation for any public purpose subject to the limitations of 24 CFR 570.207.

Disposition of property acquired with CDBG funds or retention for public purposes.

Public facilities and improvements including acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes.

Clearance, demolition, and removal of buildings and improvements for eligible activities.

Public Services, including but not limited to employment services, crime prevention and public safety, childcare, health services, substance abuse services, fair housing counseling, homelessness services, child abuse prevention, senior services, education, emergency housing assistance (up to 3 months), energy conservation and recreational needs. (These funds are capped at 15% of the City's annual award - approximately \$50,000-55,000, is estimated to be available in FY 24-25).

Interim assistance, such as relocation payments and other assistance for permanently and temporarily relocated individuals, families, businesses, non-profit organizations, and farm operations.

Housing services, including housing counseling, loan processing, and inspections.

Relocation assistance payments for permanently and temporarily relocating people, businesses, agencies displaced by eligible program activities; and loss of rental income associated with relocation.

Direct homeownership assistance to low- or moderate-income households.

Rehabilitation and Preservation activities (See 24 CFR 570.202 for more information): Rehabilitation of:

- Public or privately-owned buildings for residential uses
- Privately owned commercial or industrial building rehab is limited to exterior building and abatement of hazardous materials or correction of code violations
- Low-income public housing
- Non-profit owned non-residential buildings, and
- Manufactured housing.

Code enforcement, including costs incurred for inspection for code violations and enforcement of codes in deteriorating or deteriorated areas.

Historic preservation, including rehabilitation, preservation, or restoration of publicly and privately-owned historic properties.

Economic Development Activities



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- The acquisition, construction, reconstruction, rehabilitation, or installation of commercial or industrial buildings or real property.
- The provision of assistance (such as loans, grants, and technical assistance) to private non-profit business.
- Microenterprise assistance to facilitate economic development, including financial support (such as grants and loans), technical assistance, and counseling.

Activities by Community-Based Development Organizations (CBDOs) - CDBG funds may be provided as grants or loans to any CBDO qualified to carry out neighborhood revitalization, community economic development, or energy conservation projects. CBDOs qualifying under HUD criteria are organizations organized under state or local laws to engage in community development activities in specific geographic areas within communities. The complete list of HUD criteria for qualifying as a CBDO can be found at [24 CFR 570.204](#).

2.4 Ineligible Activities

In general, activities that are not specifically identified as eligible are considered by HUD to be ineligible. The following activities are specifically identified by HUD as activities that are not eligible for CDBG funding. See [24 CFR 570.207](#) for a full list of ineligible activities.

- Political or religious activities.
- Acquisition, construction, reconstruction, or use of buildings or portions thereof used for the general conduct of government.
- General government expenses.
- Purchases are generally ineligible except under specific conditions;
- Purchase of equipment, furnishings, or fixtures, motor vehicles, and other personal property.
- Subsistence or income payments more than three consecutive months to individuals for items such as food, clothing, and rent.
- Operating and maintenance expenses unless associated with providing a public service
- Construction of new housing, unless as a special activity by a qualified Community Based Development Organization per 24 CFR 570.504(a).

2.5 CDBG National Objectives

All activities must satisfy at least one of the following CDBG National Objectives.

- Benefits low/moderate income individuals or households;
- Addresses the prevention or elimination of slums or blight; or
- Meets a particularly urgent community development need (only used for major disasters).

All activities must provide at least one National Objective benefit in the table that follows. The national objective codes (NOCs) are listed below with descriptions and applicable Code of Federal Regulations (CFR) citations.

NOC	National Objective Benefit Description (24 CFR 570.208)	24 CFR
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LMA	Low/mod area benefit - Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are low/mod income. The service area of an LMA activity is identified by the grantee and need not coincide with Census tracts or other officially recognized boundaries.	570.208(a)(1)
LMAFI	Low/mod area benefit, community development financial institution (CDFI) - Job creation and retention activities that are carried out by a CDFI and that the grantee elects to consider as meeting the low/mod area benefit criteria.	570.208(d)(6)(i)
LMASA	Low/mod area benefit, neighborhood revitalization strategy area (NRSA) - Job creation and retention activities that are carried out pursuant to a HUD-approved Neighborhood Revitalization Strategy (NRS) and that the grantee elects to consider as meeting the low/mod area benefit criteria.	570.208(d)(5)(i)
LMC	Low/mod limited clientele benefit - Activities that benefit a limited clientele, at least 51% of whom are low/mod income. LMC activities provide benefits to a specific group of persons rather than to all the residents of a particular area.	570.208(a)(2)
LMCMC	Low/mod limited clientele, micro-enterprises - Activities carried out under 24 CFR 570.201(o) that benefit micro-enterprise owners/developers who are low/mod income.	570.208(a)(2)(iii)
LMCSV	Low/mod limited clientele, job service benefit - Activities that provide job training, placement and/or employment support services in which the percentage of low/mod persons assisted is less than 51%, but the proportion of the total cost paid by CDBG does not exceed the proportion of the total number of persons assisted who are low/mod.	570.208(a)(2)(iv)
LMH	Low/mod housing benefit - Activities undertaken to provide or improve permanent residential structures that will be occupied by low/mod income households.	570.208(a)(3)
LMHSP	Low/mod housing benefit, CDFI or NRSA - Activities carried out by a CDFI or pursuant to a HUD- approved Neighborhood Revitalization Strategy (NRS) to provide or improve permanent residential structures which the grantee elects to consider as a single structure for purposes of determining national objective compliance. For example, two single-unit homes rehabilitated in an NRS may be considered a single structure; at least one of the units must be occupied by a low/mod household. If ten single-unit homes were assisted, at least six (51%) must be occupied by low/mod households.	570.208(d)(5)(ii) and (d)(6)(ii)
LMJ	Low/mod job creation and retention - Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/mod persons.	570.208(a)(4)
LMJFI	Low/mod job creation and retention, public facility/improvement benefit - Public facility/improvement activities that are undertaken principally for the benefit of one or more businesses and that result in the creation/retention of jobs.	570.208(a)(4)(vi) (F)
LMJP	Low/mod job creation, location-based - Activities where a job is held by or made available to a low/mod person based on the location of the person’s residence or the location of the assisted business.	570.208(a)(4)(iv)
SBA	Slum/blight area benefit - Activities undertaken to prevent or eliminate slums or blight in a designated area.	570.208(b)(1)





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SBR	Slum/blight, urban renewal areas - Activities authorized under an Urban Renewal Loan and Grant Agreement that are undertaken to prevent or eliminate slums or blight in an urban renewal area and that are necessary to complete an Urban Renewal Plan.	570.208(b)(3)
SBS	Slum/blight, spot basis - Activities undertaken on a spot basis to address conditions of blight or physical decay not located in designated slum/blight areas.	570.208(b)(2)
URG	Urgent need - Activities that alleviate emergency conditions of recent origin which pose a serious and immediate threat to the health or welfare of the community; eligible only if the grantee cannot finance the activity on its own and no other sources of funding are available.	570.208(c)

Note: HUD presumes these certain groups to be principally low- or moderate-income: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with HIV/AIDS, and migrant farm workers. Activities that exclusively serve these groups will meet the Benefit to Low- and Moderate-Income Persons national objective without having to demonstrate income eligibility.

For more information on complying with National Objectives, please review the resources at the links below and/or contact beth.freeland@albanyoregon.gov:

- <https://www.hudexchange.info/onecpd/assets/File/CDBG-National-Objectives-Eligible-Activities-Chapter-3.pdf>
- <https://www.hudexchange.info/sites/onecpd/assets/File/Basicamente-CDBG-Manual-Entero.pdf>
- <https://www.law.cornell.edu/cfr/text/24/570.208>.

2.6 HUD Income Limits

HUD requires that at least 70% of all HUD funds be spent to benefit low-mod residents or areas. On a project or activity basis, at least 51% of those benefited by any activity funded with CDBG dollars must meet low- or moderate-income guidelines for the CDBG Program, as determined by HUD. HUD defines low-income households as those earning equal to or less than 50% of Area Median Income (AMI) and moderate-income households as those earning equal to or less than 80% AMI. The table below provides the 2024 income thresholds for Albany; however, recipients of CDBG funding must meet the income guidelines in place at the time the funds are utilized.

2024 Income Threshold by Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low-Income (30% AMI*)	\$17,850	\$20,400	\$22,950	\$25,450	\$27,500	\$29,550	\$31,600	\$33,600
Low-Income (50% AMI)	\$29,750	\$34,000	\$38,250	\$42,450	\$45,850	\$49,250	\$52,650	\$56,050
Moderate Income (80% AMI)	\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

* AMI = area median income, as published by HUD annually.





SECTION 3 – APPLICATION AWARD POLICIES & EVALUATION CRITERIA

3.1 City Application Award Policies & Priorities

CDBG funds may be competitive as there are often more applications than funds available. To ensure fair and equitable access to eligible applicants, the City has developed the following priorities and policies to guide award of funds.

CDBG Funding Priorities:

- a. The project addressed an identified gap in community needs and is a proven effective strategy to improve conditions or solve an identified problem.
- b. The project provides benefit to a demographic group that has a need documented in the City of Albany CDBG 2023-2027 Consolidated Plan. Higher ranking will be given to projects that serve the Albany's vulnerable and underserved residents, extremely low-income (30% of area median income, AMI) or very low -income residents (50% of AMI).
- c. The agency submitting the Application embraces and demonstrates diversity within its organization and the project promotes inclusiveness and diversity.
- d. Public Services: Provide a new service or a quantifiable increase in the level of an existing service that benefits low or moderate-income residents or presumed low-income residents.

CDBG Funding Policies:

- e. The proposed activity supports one or more of Albany's 2023-2027 Consolidated Plan priorities.
- f. The project utilizes already existing resources in effective and innovative ways and does not duplicate services provided by another organization.
- g. The agency has the capacity to carry out the project and meet performance objectives within a 12-month period.
- h. The budget and timeline are reasonable and realistic, and the Application demonstrates CDBG funds are the most appropriate funding source for the project.
- i. The project maximizes the use of outside funds and services.
- j. Public Service only: Agencies submitting application(s) for public services may only apply for a maximum of \$30,000 per project. (see Section 2.3 Eligible Activities on page 8 for more information on public service activities)
- k. Affordable housing only: The project creates affordable housing or retains and improves the sustainability and livability of existing units of affordable housing. The longer the period of time the units remain affordable, the higher the project ranking.
- l. Relocation only: Relocation of residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro-forma.

3.2 Application Evaluation Criteria

The Community Development Commission will use the following rating system to evaluate applications:

- **Activity need, Consolidated Plan and CDBG award policies and priorities** **25 Points**





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- The proposed activity clearly addresses one or more priorities in the 2023-2027 Consolidated Plan.
- The applicant describes a clear need in the community that they will address.
- The proposed activity is an effective strategy to address the identified gap in needs.
- The proposed activity satisfies one of the CDBG National Objectives.
- The project or activity promotes inclusivity and diversity.
- The organization demonstrates a commitment to inclusivity and describes how they embrace and promote diversity internally.
- **Benefit to low-income Albany residents, performance objective (#served) 25 Points**
 - The activity will primarily serve low/moderate income or presumed benefit Albany residents.
 - The number of people who will benefit from this activity (higher score for those serving more people)
 - The activity especially target helping extremely low-income residents.
- **Readiness to proceed; ability to complete in 12 months 10 Points**
 - The applicant demonstrates readiness to implement the activity and any issues that would impede implementation have been resolved.
 - The applicant provided a complete and realistic scope of work and schedule which illustrates that the activity will be completed within the program year.
- **Agency experience w/activity and/or Federal funding 20 Points**
 - The agency has experience and demonstrated success implementing the proposed activity or project.
 - The agency has demonstrated success using federal funds and meeting federal requirements or has otherwise illustrated their ability to meet federal requirements.
- **Financial: project expenses are reasonable 20 Points**
 - The applicant provided a complete and realistic budget for the activity or project.
 - Activity expenses are reasonable and necessary.
 - CDBG funds are appropriate for this activity and will address a gap in funding.
 - The agency maximizes other funding sources to support this activity or project when possible.
 - For public services only: the funding request has not exceeded the cap.





SECTION 4 – CDBG & CITY REQUIREMENTS

4.1 CDBG Program Requirements

Successful applicants, referred to as “subrecipients”, must be willing to comply with all applicable Federal, State and City statutes, rules, regulations and record keeping requirements governing the use of CDBG funds and any other conditions imposed by the City including CDBG grant terms that will be specified in a contract. The contract must be signed and executed prior to disbursement of any funds. **CDBG funds cannot be used to reimburse expenses incurred prior to the contract being signed by both parties.**

City staff will be available to provide technical assistance in determining which regulations apply to each project and interpreting the relevant regulations. However, subrecipients will be responsible for satisfying these federal requirements, documenting how the requirements are being satisfied and reporting to the City on how these requirements are being satisfied through Quarterly Reports and City monitoring of projects.

The following requirements apply to all subrecipients:

1. All grant recipients must have a Unique Entity Identifier (UEI) number, EIN number, and the agency must be registered in sam.gov. (Agencies can register on SAM.gov to receive their UEI number and registrations are FREE.)
2. Fiscal Management and Audits: SUBRECIPIENTS must comply with the Uniform Guidance in 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” as applicable, including financial reporting, accounting systems, procurement of goods and services, conflict of interest, and audit requirements. Non-profit organizations must administer programs in compliance with 24 CFR Part 84. Public agencies must administer programs in compliance with 24 CFR Part 85. If the SUBRECIPIENT spends \$750,000 or more in a fiscal year in federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.
3. Records Management: Records to be maintained are found in [24 CFR 570.506](https://www.ecfr.gov/current/title-24/chapter-V/part-570/subpart-570.506) and reporting requirements in [24 CFR 570.507](https://www.ecfr.gov/current/title-24/chapter-V/part-570/subpart-570.507). Records and documentation related to the grant award must be kept for a minimum of ten years and be made available for inspection by City and Department of Housing and Urban Development staff when requested. See also the Albany CDBG Subrecipient Handbook.
4. Fair Housing, Non-Discrimination, and Equal Opportunity: Grant recipients must comply with various federal, state, and local laws that provide equal opportunity and prohibit discrimination against persons based on race, color, national origin, religion, sex, age, or disability. Discrimination is prohibited in the provision of services, in access to the services and to the facilities where the services are provided, and in all other aspects of administering a CDBG project such as employment and procurement.
5. Environmental Review Record (ERR). All CDBG activities are subject to the requirements of HUD environmental review regulations found in 24 CFR Part 58. Certain activities are exempt or categorically excluded and not subject to Part 58 regulations, including – administrative and management activities, public services that will not have a physical impact or change to the environment, technical assistance and training, environmental and other studies, engineering or design costs, and purchase of insurance and tools/supplies when eligible. It is critical that environmental reviews be conducted in a timely and





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accurate manner so that projects may move forward and receive positive consideration for CDBG funding. The ERR is officially completed in cooperation with City staff typically prior to contract award and must be completed before expenditure of funds. Some projects may require extra time and expense to complete the ERR process and requirements and mitigation measures may be necessary to comply with the National Environmental Protection Act. These potential projects will be required to submit an environmental review checklist.

6. National Objective Compliance: Grant recipients must document the activity meets the CDBG National Objective to serve low- and moderate-income residents or areas per 24 CFR 570.201-570.207. Subrecipients must verify client income and collect demographic data on clients using a form provided by the City. This data is submitted in a quarterly report that also reports progress on meeting performance goals and outcomes.
7. Lead-Based Paint and Labor Standards: CDBG rehabilitation and construction activities must comply with 24 CFR Part 35 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act. In addition, construction activities over \$2,000 must comply with the Davis Bacon Act and the Contract Work Hours and Safety Standards Act.

4.2 Contract Award

Each subrecipient will be required to enter into a written agreement with the City that requires compliance with all federal requirements, city and state laws, and all grant or loan terms, and any conditions imposed by the city. The contract must be signed and executed prior to the expenditure of any funds. **The agreement will be substantially similar to the Sample Contract, Attachment A.**

Availability of Funds for Future Fiscal Years: Successive funding opportunities will remain competitive and thus there is no implicit or explicit guarantee funding will be renewed. The City of Albany shall not be obligated or liable for any future payments or for any damages as a result of not awarding funding.

4.3 Insurance Requirements

The successful Applicant must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Applicant is exempt from Workers' Compensation, Applicant should indicate they are exempt from workers' compensation in writing to the Contract Administrator, Beth Frelander.

In addition, the Applicant must also submit documents addressing Commercial General Liability Insurance and Automobile and Collision Insurance. An overview of the Insurance Requirements is defined in Exhibit D. Applicants must submit Exhibit D to acknowledge and accept the insurance requirements noted herein.

The Applicant shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and Additional Insured Endorsement reflecting the Insurance Requirements by July 1, 2025.

4.4 Conflicts of Interest and Disclosure

Conflicts of interest, or the appearance thereof, can plague activities supported with federal funds. The general rule is that no employee, board member, officer, agent, consultant, elected official, or appointed official of the recipients or subrecipients that receive CDBG assistance, who has responsibilities with respect to the CDBG activities, or is in a position to participate in decision making processes, or has access to inside information with regard to the activities, can obtain a financial interest or benefit from a CDBG assisted





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activity during their tenure or for one year thereafter (see Federal Regulation CFR 570.611). **If an issue seemingly exists but agency management determines that CDBG funds can be protected and not be compromised, the issue should be fully disclosed in the proposal via the CDBG certifications in Exhibit B so that the review committee can ascertain the ramifications of any potential conflict of interest.**

Agencies should maintain a written code of standards of conduct governing the purchases, services and the awarding and administration of CDBG-funded contracts. Personnel should be familiar with the agency's code of ethics and potential conflict of interest issues and not accept gifts or gratuities from persons or organizations associated with the procurement process.

No officers, employees, agents, or board members may either solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Unsolicited items of nominal intrinsic value may be accepted if the value is to the extent permitted by state or local law under Oregon State Gift Limit, ORS 224.025.





SECTION 5 – SAMPLE CONTRACT
CITY OF ALBANY
COMMUNITY DEVELOPMENT BLOCK GRANT
Federal Grant Number: B-25-MC-41-0011

SUBRECIPIENT AGREEMENT

BETWEEN CITY OF ALBANY AND

X

**For AGREEMENT to provide x on behalf of the
City of Albany, Oregon**

RECITALS:

WHEREAS, the City of Albany, an Oregon municipal corporation, hereinafter called “CITY”, received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the CITY will utilize a **501(c)(3) non-profit corporation** as a SUBRECIPIENT to carry out eligible activities related to the CITY’s CDBG programs for Albany **residents**; and

WHEREAS, this AGREEMENT is made and entered into by and between the CITY and **AGENCY, a 501(c)(3) non-profit corporation**, hereinafter called “SUBRECIPIENT”; and

WHEREAS, the purpose of this AGREEMENT is to delegate activities funded by the CDBG from the City of Albany to the SUBRECIPIENT to provide services to Albany residents as specified under the terms and conditions outlined in this AGREEMENT.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: SCOPE

SUBRECIPIENT agrees to provide to CITY eligible services, activities, and/or programs in accordance with the City of Albany’s CDBG programs as described in the City of Albany’s Consolidated Plan, this AGREEMENT and, as described in Attachment A, Scope of Services and Program Budget. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of SUBRECIPIENT shall not be construed to exceed those services and duties specifically set forth in the AGREEMENT.

- A. **COMPLIANCE WITH APPROVED SCOPE OF SERVICES.** Activities funded under this AGREEMENT will be performed in accordance with the approved Scope of Services as described in Attachment A, the terms of this AGREEMENT, and with the legal and administrative regulations governing federal, state, or other funds used in funding this AGREEMENT.
- B. **ELIGIBLE ACTIVITIES.** SUBRECIPIENT agrees that activities funded under this AGREEMENT will be in compliance with the eligible and ineligible activities described in the Code of Federal





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Regulations (CFR) §570.200 through §570.207 and specified in the Scope of Services in Attachment A.

- C. **CDBG NATIONAL OBJECTIVES.** All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208. SUBRECIPIENT will provide services that meet the eligible national objectives for the activity as described in Attachment A.

ARTICLE II: TERM OF AGREEMENT

The Term of the AGREEMENT is for a period not to exceed **12 months** beginning at the time the contract is signed or until completion of the closeout agreement, whichever occurs first. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

ARTICLE III: RESPONSIBILITIES OF THE SUBRECIPIENT

- A. **NOTICE TO PROCEED.** SUBRECIPIENT will not begin work on any of the duties and services listed in Article I until execution of this AGREEMENT. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article V.
- B. **DOCUMENTS/WORK PRODUCTS PRODUCED.** SUBRECIPIENT agrees that all work products produced by SUBRECIPIENT in the fulfillment of its obligations under this AGREEMENT, and all information and reports, documents and material, gathered or compiled in meeting those obligations, shall be considered property of CITY, with an unlimited, royalty free license for CITY use, and shall be provided to CITY upon completion of this AGREEMENT or termination of the AGREEMENT pursuant to Article XI.
- C. **PUBLIC CONTRACTS.** SUBRECIPIENT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, if applicable, as though each obligation or condition were set forth fully herein. SUBRECIPIENT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this AGREEMENT is deemed to be not in compliance with any statute or rule of law, such provision shall be deemed modified to ensure compliance with said statute or rule of law.
- D. **LOCAL, STATE AND FEDERAL REQUIREMENTS.** SUBRECIPIENT agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. SUBRECIPIENT will assure that all necessary city/county building permits are obtained, if applicable.
- E. **GENERAL CDBG COMPLIANCE.** SUBRECIPIENT agrees to comply with the requirements in Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301 - 5321 as amended and the regulations set forth in 24 CFR Part 570 Subparts J and K regarding Community Development Block Grants for Entitlements, as amended, except that SUBRECIPIENT does not assume the CITY's environmental responsibilities described in 24 CFR §570.604 and does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.
- F. **OREGON WORKERS' COMPENSATION LAW.** SUBRECIPIENT, its subcontractors, if any, and all





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employers working under this AGREEMENT are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. SUBRECIPIENT shall ensure that each of its subcontractors, if applicable, complies with these requirements.

G. TAXPAYER IDENTIFICATION NUMBER. SUBRECIPIENT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the CITY'S obligation to make payment. If SUBRECIPIENT fails to complete and return the W-9 to CITY, payment to SUBRECIPIENT may be delayed, or CITY may, in its discretion, terminate the Contract.

H. DEBARMENT. The SUBRECIPIENT certifies that neither it nor its principals or members is presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that SUBRECIPIENT shall not knowingly enter into any contract or covered transaction with a person who is similarly debarred or suspended from participation in any project that is federally funded or otherwise excluded or ineligible for participation in federal assistance programs under Executive Order No. 12549, "Debarment and Suspension."

I. ADMINISTRATIVE REQUIREMENTS

1. Accounting Standards. SUBRECIPIENT agrees to comply with 24 CFR §570.502 and with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," except that:

- a. §200.305: "Payment:" is modified for lump sum drawdown for financing of property rehabilitation activities in accordance with §570.513.
- b. §200.306: "Cost sharing or matching" does not apply.
- c. §200.307: "Program income" does not apply. Program income is governed by §§570.504-508.
- d. §200.308: "Revisions of budget and program plans" does not apply.
- e. §200.311: "Real property" does not apply, except as provided in §570.200(i). Real property is governed by §570.505.

2. Cost Principles. SUBRECIPIENT shall comply with 24 CFR §570.502 and the applicable sections of 2 CFR 200, Subpart E (§§200.400-475), for all costs incurred. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. SUBRECIPIENT agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3. Indirect Costs. Indirect costs are generally not eligible for reimbursement unless CITY first approves an indirect cost allocation plan developed by SUBRECIPIENT for determining the appropriate share of SUBRECIPIENT'S administrative costs.

4. Duplication of Benefits. In accordance with Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act, 41 U.S.C. 5155, P.L. 93-288), all CDBG-DR and CDBG-CV funded programs and projects shall ensure appropriate procedures are in place to prevent Duplication of Benefit (DOB). SUBRECIPIENTS utilizing CDBG-DR or CDBG-CV funds to provide direct benefits to beneficiaries during a disaster or pandemic must follow procedures outlined in the City of Albany's DOB policies to reduce and prevent DOB.

5. Procurement. SUBRECIPIENT shall comply with 2 CFR §§200.317-330 and with current CITY policies concerning the purchase of equipment or materials, services, including professional services,





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and construction and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Travel is not reimbursable with funds provided under this AGREEMENT.

6. Use and Reversion of Assets. Upon expiration of this AGREEMENT, SUBRECIPIENT shall transfer to CITY any CDBG funds and program assets on hand at the termination of this AGREEMENT unless specified herein or elsewhere under this AGREEMENT. The use and disposition of real property and equipment acquired in whole or in part with funds under this AGREEMENT shall comply with the requirements of 24 CFR §§570.502-505 and 2 CFR §§200.311-316, as applicable, which include but are not limited to the following:
 - a. Real property under SUBRECIPIENT's control that was acquired or improved, in whole or part, with funds under this AGREEMENT in excess of \$25,000 shall be used to meet one of the CDBG National objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this AGREEMENT. If SUBRECIPIENT fails to use CDBG-assisted real property in the manner that meets a CDBG National objective for the prescribed time, SUBRECIPIENT shall pay CITY an amount equal to the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. SUBRECIPIENT may retain real property acquired or improved under this AGREEMENT after expiration of the five-year period.
 - b. Equipment not needed by SUBRECIPIENT for activities under this AGREEMENT shall be a) transferred to the CITY for the CDBG program or b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this AGREEMENT is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this AGREEMENT were used to acquire the equipment).
7. Program Income. Program income as defined at 24 CFR §570.500(a) is income received by SUBRECIPIENT that is generated by activities carried out with CDBG funds made available under this contract. If program income is received by SUBRECIPIENT, the use of program income by SUBRECIPIENT shall comply with the requirements set forth at 24 CFR §570.504 and may only use such income for activities permitted under this AGREEMENT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted to CITY within 30 days from grant closeout.
8. Audits. SUBRECIPIENTS must comply with the Uniform Guidance in 2 CFR §§200.300-309 and Subpart F of this part with respect to any matters covered by this AGREEMENT. "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as applicable. If SUBRECIPIENT spends \$750,000 or more in a fiscal year in federal awards, SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after notice of the deficiencies is delivered to SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

J. DOCUMENTATION, RECORDKEEPING AND REPORTING





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1. Records to be Maintained. SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR §570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken and demonstrating eligibility and compliance with standards in 24 CFR Part 570 Subpart C;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR §570.208;
 - c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - d. Records demonstrating duplication of benefits requirements are met under the Stafford Act and in compliance with the City of Albany's Duplication of Benefits Policies, if applicable;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR §570.502 and 2 CFR 200;
 - g. Records of program income as defined at 24 CFR §570.500(a) generated by activities carried out with CDBG funds made available under this AGREEMENT; and
 - h. Records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Record Retention. SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the AGREEMENT for a period of four years from the closeout of the CDBG funded activity per 24 CFR §570.506, or after the resolution of all litigation, claims, Federal audits, negotiation, or other actions that involve any of the records cited, whichever occurs later. The retention period begins on the date of the submission of CITY's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the AGREEMENT are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.
3. Beneficiary Data. The following beneficiary data collected shall include, but are not to be limited to, client name, confirmation of Albany residency, income level or other basis for determining eligibility or meeting a National Objective per 24 CFR §570.208, and description of service provided. Demographic data documented for each beneficiary shall include the beneficiary's race and ethnicity.
4. Disclosure. SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
5. Quarterly Reporting. SUBRECIPIENT shall provide to the City Community Development Department, by the 15th day of the month following the end of each calendar quarter a narrative report on the progress of their program/service in meeting the objectives and outcomes noted in the Program Description within Attachment A - Scope of Services, to this AGREEMENT, and summary information for the program's beneficiaries which includes the number of beneficiaries who are low income, very low income, and extremely low income, as well as the number who are not low income, if any; and the race and ethnicity of beneficiaries served in a format provided by CITY. This report should outline outstanding achievements, as well as problems or issues of concern that have been encountered.
6. Program Income Reporting and Remittance. SUBRECIPIENT shall report all program income as





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- defined at 24 CFR §570.500(a) generated by activities carried out with CDBG funds made available under this AGREEMENT at grant closeout. All unused program income shall be returned to the CITY upon expiration or earlier termination of the AGREEMENT, unless specific written amendments are made between CITY and SUBRECIPIENT or when SUBRECIPIENT reduces requests for additional funds by the amount of any such program income balances on hand. Any interest earned on CDBG funds held in a revolving fund account is not program income and shall be remitted to CITY within 30 days.
7. Final Reporting. At the completion of the project, SUBRECIPIENT shall provide to the City Community Development Department a report consisting of:
 - a. A compilation of the success meeting the targeted performance objectives and outcomes, and demographic data provided in monthly reports, as outlined in Paragraph 5 above; and
 - b. A financial accounting of all program/service expenditures for the term of this AGREEMENT, with a reconciliation of actual versus budgeted expenditures.
 8. Close-outs. SUBRECIPIENT's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 CITY), and determining the custodianship of records per 2 CFR §§200.344-346. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that SUBRECIPIENT has control over CDBG funds, including program income.
 9. Project Monitoring. SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Any deficiencies noted in monitoring reports must be fully cleared by any subcontractors and SUBRECIPIENT within thirty (30) days after notice of the deficiencies is delivered to the subcontractor.
 10. Access to Records. SUBRECIPIENT further agrees that CITY, HUD, and the Comptroller General of the United States or any of their duly authorized representatives shall, at any time during normal business hours, as often as deemed necessary, have access and the right to audit, examine, and reproduce such records required or covered by this AGREEMENT and further agrees to include the above provision in all SUBCONTRACTS. SUBRECIPIENT shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- K. NON-DISCRIMINATION/CIVIL RIGHTS. SUBRECIPIENT shall comply with all applicable state and federal laws and regulations regarding employees and program participants or beneficiaries, including, but not limited to:
1. 24 CFR §570.602 that requires equal opportunity and prohibition against discrimination in any program activity.
 2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) as amended.
 3. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §2000e as amended).
 4. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974, as amended.
 5. Non-Discrimination in Employment and Contracting: Executive Orders 11063, 13279 as amended,





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and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and executive orders referenced in 24 CFR §570.607, as amended. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

6. The Age Discrimination Act of 1975.
7. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, which prohibit discrimination against the individuals with disabilities or handicaps in any federally assisted program.

L. EMPLOYMENT AND SUBCONTRACTING REQUIREMENTS.

1. Equal Opportunity/Affirmative Action. SUBRECIPIENT will, 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.
2. Pay Equity Compliance. SUBRECIPIENT shall comply with ORS 652.220 and ORS 659A and agrees to not unlawfully discriminate between employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Noncompliance with this section constitutes a material element of this AGREEMENT and a failure to comply constitutes a breach that entitles CITY to terminate this AGREEMENT for cause.
3. Labor Standards. SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. §327, *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this AGREEMENT. The SUBRECIPIENT agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. §874, *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.
4. Women- and Minority-Owned Business Enterprises (WBE/MBE). SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises as defined in Title 49 Code of Federal Regulations Part 23, and as it may be amended, the maximum practicable opportunity to participate in the performance of contracts and subcontracts awarded through the CITY's Community Development Block Grant Program. As used in this contract, 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 U.S. citizens who are Asian, Black, Hispanic, and Native American. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
5. "Section 3" Clause. SUBRECIPIENT and SUBRECIPIENT's contractors must comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract. A Section 3 covered project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning





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Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance. Section 3 requirements do not apply to material supply contracts.

- a. Subcontracts for Section 3 Projects. SUBRECIPIENT agrees to award contracts for work to businesses that provide economic opportunities for training and employment arising in connection with a housing rehabilitation activity, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded program is located; where feasible, priority should be given to low- and very low-income persons within the service area of the Program or the neighborhood in which the Program is located, and to low- and very low-income participants in other HUD programs.

SUBRECIPIENT further agrees to include the following Section 3 language in all subcontracts executed under this AGREEMENT and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of the regulations:

“The work to be performed under this AGREEMENT is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Failure to fulfill these requirements shall subject CITY, SUBRECIPIENT and any of the SUBRECIPIENT’s subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

6. Subcontracting.

- a. Subcontract Approvals. SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this AGREEMENT without the written consent of CITY prior to the execution of such subcontract.
- b. Monitoring. SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. SUBRECIPIENT shall cause all of the provisions of this AGREEMENT in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. SUBRECIPIENT shall ensure that all subcontracts awarded in the performance of this AGREEMENT shall be awarded on a fair and open competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.





Request for Applications (RFA): Community Development Block Grant Activities

Applications Due by 5:00 p.m. Tuesday, January 7, 2025

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M. CONDUCT. SUBRECIPIENT and all employees and subcontractors shall comply with the following laws:

1. Political Activities. SUBRECIPIENT agrees 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 the Hatch Act, Chapter 15 of Title V of the U.S.C.
2. Conflict of Interest. SUBRECIPIENT agrees to abide by the provisions of 2 CFR §300.318 and §570.611, which include but are not limited to the following:
 - a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds. The standards of conduct must include penalties and sanctions for violating these provisions by its employees, agents, or officers.
 - b. No employee, officer or agent of SUBRECIPIENT shall participate in the selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or AGREEMENT with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of CITY, SUBRECIPIENT, or any designated public agency.
 - d. Furthermore, the program shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
2. Lobbying. SUBRECIPIENT hereby certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative AGREEMENT.

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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Subcontractor Certification. SUBRECIPIENT shall require that the language of this section and the below certification be included in the award documents for any subcontracts or sub-awards and that all SUBRECIPIENTS 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.C. Any person who fails to file the required certification disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Religious Activities. SUBRECIPIENT agrees that it will carry out activities in compliance





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with 24 CFR §570.200(j) which prohibits the use of CDBG funds for inherently religious activities such as worship, religious instruction, or proselytization, to promote religious interests; or to the benefit of a religious organization.

N. **ENVIRONMENTAL CONDITIONS.** SUBRECIPIENT shall carry out each activity in compliance with federal laws and regulations described in 24 CFR 570 Subpart K, except that SUBRECIPIENT does not assume the City's environmental review responsibilities described in 24 CFR §560.604; and for initiating the review process under the provisions of 24 CFR Part 52. **No expenditures may take place until CITY has completed the entire ENVIRONMENTAL REVIEW process.** In addition, SUBRECIPIENT agrees to comply with federal environmental protection laws as they apply to the performance of this AGREEMENT.

1. Clean Air Act, 42 U.S.C. §7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, as amended, §1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended (Ambient Air Quality Standards).
4. Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.
5. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
6. Lead-Based Paint. SUBRECIPIENT agrees that **any construction or rehabilitation of residential structures** with assistance provided under this AGREEMENT shall be subject to HUD Lead Safe Housing Rule at 24 CFR §570.608, and 24 CFR Part 35, Subpart B and the Environmental Protection Agency's (EPA) Lead Renovation, Repair and Painting Program (RRP) Rule at 40 CFR Part 745. Additionally, the EPA RRP rule also applies to pre-1978 child-occupied facilities located in not only residential, but also public and commercial buildings. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint and occupants, owners and purchasers must be notified of the results of any lead hazard evaluation work or the presumption of lead-based paint or lead hazards. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven years of age. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

O. **COMPLIANCE WITH TAX LAWS.** SUBRECIPIENT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150, and ORS 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.





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- P. COMMUNICABLE DISEASES. SUBRECIPIENT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that SUBRECIPIENT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. SUBRECIPIENT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for SUBRECIPIENT'S participation.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize SUBRECIPIENT upon execution of the contract to start work on any of the services listed in Article I.
- B. Timely Review. CITY shall examine all reports and other documents presented by SUBRECIPIENT, obtain advice of an attorney, accountant, auditor, risk assessor, or other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of SUBRECIPIENT.
- C. Monitoring. CITY will monitor the performance of the SUBRECIPIENT against the goals and performance standards identified in this AGREEMENT to include on-site monitoring visits. Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT. Failure of the SUBRECIPIENT to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments. If successful action to correct each substandard performance is not taken by the SUBRECIPIENT within a reasonable time after being notified by the CITY, AGREEMENT suspension or termination procedures will be initiated as described in Article X of this AGREEMENT.
- D. Environmental Review. CITY will perform the environmental review responsibilities described in 24 CFR §560.604, including initiating the review process under the provisions of 24 CFR Part 52. The CITY has designated the mayor as the "Certifying Officer" for environmental review requirements. Until further written notice, the person responsible for this activity is the mayor, Alexander Johnson.

ARTICLE V: MODIFICATIONS

CITY or SUBRECIPIENT shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE VI: COMPENSATION

CITY shall reimburse SUBRECIPIENT not to exceed **\$x,000.00** total to provide the programs and/or services as described in Attachment A, Scope of Services and Budget, to eligible applicants and for eligible program and administrative expenses incurred to provide the programs and services as described in Attachment A, and upon determining satisfactory performance of eligible activities described in Article I of this AGREEMENT.

- A. Payment Procedures. Payments will be made to SUBRECIPIENT quarterly, as necessary, during the period of this AGREEMENT on a reimbursement basis. Prior to release of any payment, and by the 15th day after each quarter's final month, SUBRECIPIENT shall present to CITY's designee in the Community Development Department, a request for reimbursement with a billing statement certifying that services and expenses have been provided or paid in compliance with the terms of this AGREEMENT and that





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the incurred costs for which reimbursement is sought constitute eligible expenditures under this AGREEMENT. No payment to SUBRECIPIENT will be released without CITY having first received such a billing statement and all required supporting documentation for CITY to review. Once all documentation is received and approved by CITY, payment will be made to SUBRECIPIENT within 30 days after the receipt of billing and applicable paperwork. CITY has the right to appeal or ask for clarification on any SUBRECIPIENT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article.

- B. ACH Direct Payment Authorization. CITY prefers to pay SUBRECIPIENTS invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, SUBRECIPIENTS must complete the City's ACH Vendor Direct Payment Authorization Form. The Vendor Form is available on the City website at <https://www.cityofalbany.net/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- C. Eligible Expenses. All items of cost for which SUBRECIPIENT seeks reimbursement from CITY must be eligible costs for delivering services described in Attachment A that comply with the cost principles as specified in Article II J.2. Any amendments to the approved Program Budget must be both requested and approved in writing.
- D. Ineligible Expenses. Any funds paid to SUBRECIPIENT and found subsequently not to have been used or needed for said services, or used for ineligible expenses, shall be returned to CITY immediately.

ARTICLE VII: INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from violation of any portion of this AGREEMENT and/or the negligent or intentional acts, errors, or omissions of SUBRECIPIENT, its subcontractors, its officers, employees, or agents.

ARTICLE VIII: INSURANCE

Before the AGREEMENT is executed and work begins, SUBRECIPIENT shall furnish CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A-VII or approved by CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

- A. Minimum Scope of Insurance. SUBRECIPIENT insurance coverage shall be at least as broad as:
 - 1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. If applicable, with CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
 - 2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
 - 3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- B. Minimum Limits of Insurance. SUBRECIPIENT shall maintain limits no less than:





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- 1. General Liability:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate should apply separately on a “per project basis”. A combination of primary and Excess Liability or an Umbrella insurance policy may be used to meet the required limits of insurance.

If Sexual Abuse and Molestation coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage of not less than \$1,000,000 per claim, incident, or occurrence and \$2,000,000 in the aggregate must be provided.

- 2. Automobile Liability: \$2,000,000 Per Occurrence
- 3. Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease Aggregate
 - \$1,000,000 Disease Each Employee

C. Insurance Requirements for Subcontractors and Volunteers. Should SUBRECIPIENT subcontract any part of the Contract, SUBRECIPIENT will require those subcontractors or affiliates if not covered under SUBRECIPIENT’s insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above. Should SUBRECIPIENT use volunteers for any part of the Contract, SUBRECIPIENT should include volunteer under SUBRECIPIENT’s insurance policy and shall require volunteers or volunteer’s legal guardian, when applicable, to sign a waiver of liability.

D. Deductibles and Self-Insured Retentions (SIR). Any deductible or self-insured retention must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or SUBRECIPIENT shall procure a letter of cred or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to the CITY OF ALBANY and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to SUBRECIPIENT’S or any sub-contractor’s activities being performed under the AGREEMENT.

The Certificate of Insurance must include a copy of the Additional Insured Endorsement at the time of submittal and renewal. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
- 3. Workers’ Compensation and Employers Liability Coverage - The insurer shall agree to waive, by endorsement all rights of subrogation against the CITY OF ALBANY, its officers, employees, and agents for losses arising from work performed by SUBRECIPIENT for the CITY.

F. Excess Liability or Umbrella Insurance: A combination of primary and Excess Liability or an Umbrella insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

ARTICLE IX: ASSIGNMENT





This AGREEMENT is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this AGREEMENT.

Use of subcontractors by SUBRECIPIENT or subsidiary or affiliate firms of SUBRECIPIENT for technical or professional services shall not be considered an assignment of a portion of this AGREEMENT, and SUBRECIPIENT shall remain fully responsible for the work performed, whether such performance is by SUBRECIPIENT or subcontractors. No subcontractors shall be used without the written approval of CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and SUBRECIPIENT.

ARTICLE X: INTEGRATION

These terms and conditions and the AGREEMENT to which they are attached represent the entire understanding of CITY and SUBRECIPIENT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The AGREEMENT may not be modified or altered except in writing as specified in Article V.

ARTICLE XI: TERMINATION OF WORK

CITY may suspend or terminate all or a portion of the work covered by the AGREEMENT in accordance with 2 CFR 200 Subpart D if SUBRECIPIENT fails to comply with any terms of this AGREEMENT, which include but are not limited to:

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

City may impose sanctions on SUBRECIPIENT for failure to comply with provision of this AGREEMENT. When sanctions are deemed necessary, CITY may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the funding AGREEMENT and recover all funds released prior to the date of notice of cancellation.

In accordance with 2 CFR 200 Subpart D, this AGREEMENT may also be terminated for convenience by either CITY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the AGREEMENT. Termination of the AGREEMENT is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, SUBRECIPIENT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10





percent of the time expended on the terminated portion of the project prior to the effective date of termination. SUBRECIPIENT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

ARTICLE XII: FORCE MAJEURE

Neither CITY nor SUBRECIPIENT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this AGREEMENT and the terms listed in any additional attachments to this AGREEMENT, the terms of this AGREEMENT shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this AGREEMENT or any exhibits or amendments hereto.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this AGREEMENT, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Linn County, Oregon.

ARTICLE XVII: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

ARTICLE XVIII: ELECTRONIC SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.





SCOPE OF SERVICES and BUDGET
City of Albany Community Development Block Grant Program
Program Year Plan: 2025 Action Plan

SUBRECIPIENT: **x**

PROGRAM OR SERVICE: **x**

A. SCOPE OF WORK - PRINCIPAL ACTIVITIES AND PROGRAM DELIVERY.

x.

B. STAFFING

SUBRECIPIENT shall assign the following staff as Key Personnel to the CDBG Year 2025 **x** program:

X

The City shall be notified of any staff changes related to this grant.

C. PROGRAM BUDGET AND SCHEDULE OF PAYMENTS:

The 2025 program year budget is **\$x** for eligible activities and expenses.

Xx

SUBRECIPIENT will submit reimbursement requests to the CITY on a quarterly basis as described in Article V of this contract, or as necessary with CITY approval.

D. PERFORMANCE INDICATORS AND OUTCOMES:

Consolidated Plan Goals and Objectives:

HUD CDBG Eligible Activity:

National Objective/Populations Served: Low-Mod Limited Clientele (LMI)/Presumed Benefit Clientele

HUD Goal Outcome Indicators: **x** LMI households/**x** LMI residents will be served

