To request translation or disability-related accommodations, please contact us at **hcddadmin@clackamas.us**| **971-442-3954**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcddadmin@clackamas.us** | **971-442-3954**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcddadmin@clackamas.us** | **971-442-3954**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcddadmin@clackamas.us** | **971-442-3954**.

如需翻译服务或残障相关的协助，请与我们联系：**hcddadmin@clackamas.us** | **971-442-3954**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcddadmin@clackamas.us** | **971-442-3954.**

Clackamas County
www.clackamas.us

Mary Rumbaugh
Director

October 1, 2026 BCC Agenda Item: _____________

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Agreement with Friends of Canby Adult Center, Inc., dba Canby Adult Center for building improvements project. Agreement value is $280,000 for 10 months. Funding is through Federal Community Development Block Grant Funds.
No County General Funds are involved

Previous Board Action/Review: June 18, 2025, BCC approval of FY25/26 CDBG Action Plan which included $280,000 for Canby Adult Center. Agenda Item 20250618 XII.F.12
Performance Clackamas: Safe, Secure & Livable communties
Counsel Review: Yes Andrew Naylor **Procurement Review:** N/A
Contact Person: Mark Sirois **Contact Phone:** 503-351-7240

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Subrecipient Agreement to provide funding for construction services for commercial grade kitchen improvements. The CAC owned and operated community center provides services including senior meals and day shelter services to low-moderate income community members in Canby.

In 2025, CAC, applied for and was granted Community Development Block Grant funds (CBDG) to provide building improvements to upgrade the commercial kitchen inside the building. CAC under this Subrecipient Agreement will pay for construction services for the purchase and installation of commercial grade kitchen equipment. All improvements will allow for additional meals to be provided to community members seeking food services on the property.

RECOMMENDATION: Staff respectfully recommends approval of the Subrecipient Agreement with Canby Adult Center and authorizes Chair Roberts, or his designee to sign on behalf of Clackamas County

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT 24-061 Program Name: ***CDBG FY2025 – Canby Adult Center Commercial Kitchen Improvements Project*** Program Number: ***4007-26500-1958***	
This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services Department, Housing & Community Preservation Division ("COUNTY"), and **Friends of Canby Adult Center, Incorporated, dba Canby Adult Center** ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: ***KaLyn Franchini***	Program Manager: ***Amy Counsil***
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5458 Email: kfranchini@clackamas.us	Clackamas County – HCDD 2051 Kaen Road Ste. 245 Oregon City, OR 97045 971-349-2949 Email: acounsil@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: ***Timpra McKenzie***	Program Representative: ***Kathy Robinson***
Canby Adult Center 1520 N Holly Street Canby, OR 97013 Phone: 503-266-2970	Canby Adult Center 1520 N Holly Street Canby, OR 97013 Phone: 503-266-2970 Email: cacdir@canby.com
UEI: SJBYV6NGAXN7	

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Federal Community Development Block Grant program ("CDBG") contained in U.S. Department of Housing and Urban Development ("HUD"), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. The program is designed to provide CDBG funds to SUBRECIPIENT to be used for commercial kitchen improvements located at 1520 N Holly Street, Canby, OR 97013.
2. SUBRECIPIENT was selected through COUNTY's 2025-2026 CDBG application process. SUBRECIPIENT submitted its application for a public facility project involving improvements to the Canby Adult Center. SUBRECIPIENT agrees to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201(c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.

3. COUNTY will use CDBG funds for eligible project costs associated with the Canby Adult Center Commercial Kitchen Improvements Project in Clackamas County, Oregon. CDBG funds shall be used to pay eligible construction, materials, equipment, and related project costs for the commercial kitchen improvements located at 1520 N Holly Street, Canby, OR 97013, consistent with the final scope approved by COUNTY.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on July 30, 2027, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged upon agreement execution, through June 30, 2027, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

2. **Program.** The Program is described in Exhibit A, Subrecipient Scope of Work. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in accordance with the requirements of Subpart C of Title I of the Housing and Community Development Act of 1974. Furthermore, SUBRECIPIENT shall comply with the requirements of CDBG award number B-25-UC-41-0001 that is the source of the grant funding, in addition to the applicable requirements of 24 CFR Part 570 and other required information in the Exhibits, which are attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

4. **Grant Funds.** COUNTY's funding for this Agreement is the Community Development Block Grant (Assistance Listing #: 14.218) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification #B-25-UC-41-0001). The maximum amount of CDBG funds COUNTY will use for eligible project costs under this Agreement is **$280,000.** Any reimbursement to SUBRECIPIENT is limited to eligible costs specifically authorized by COUNTY in writing and supported in accordance with this Agreement. COUNTY's obligation to pay or reimburse project costs under this Agreement is contingent upon COUNTY receiving CDBG funds from HUD and those funds being available for the submitted costs. Failure to comply with the terms of this Agreement may result in the County declaring this Agreement in default and pursuing all rights and remedies available to County at law, in equity, or under this Agreement including, but not limited to, withholding of payment.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date of eligible services period, as identified in Section 1 above, or after the expiration date of this Agreement. If the maximum project funding amount is increased by amendment, the amendment must be fully executed before COUNTY will pay or reimburse any additional project costs.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:

   a. At COUNTY's discretion, upon thirty (30) days' written notice to SUBRECIPIENT;
   b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
   c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
   d. Immediately upon written notice provided by COUNTY that HUD has determined funds are no longer available for this purpose; or
   e. Immediately upon written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
   f. As otherwise provided under 2 CFR 200.340.

   Upon expiration or termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination**. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

   a. Has already accrued hereunder;
   b. Comes into effect due to the expiration or termination of the Agreement; or
   c. Otherwise survives the expiration or termination of this Agreement.

   Following expiration or termination of this Agreement, SUBRECIPIENT shall promptly identify and return to COUNTY any CDBG funds received directly by SUBRECIPIENT that remain unexpended or were not used in accordance with this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit organization, as defined in the Internal Revenue Code and implementing regulations, and shall meet the following standards:

    a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
    b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
    c. That it has an accounting system and a voluntary board; and
    d. That it practices nondiscrimination in the operation of its programs, services, and facilities.

11. **Federal and State Procurement Standards**

SUBRECIPIENT will conduct the procurement and administer the construction contract for the project described in this Agreement. The requirements in this Section apply to SUBRECIPIENT only if SUBRECIPIENT separately procures goods or services using funds provided under this Agreement or performs a procurement responsibility expressly assigned to it in writing by COUNTY.

a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.

c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

d) SUBRECIPIENT shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

e) Davis-Bacon Act. The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) apply to these public works in the CDBG program.

f) **Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms.** To the extent permitted by applicable federal nondiscrimination law, as interpreted by the courts, SUBRECIPIENT shall comply with 2 CFR 200.321 and shall take the required steps, when possible, to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when procuring goods or services under this Agreement.

12. **Other Federal Requirements**
    a. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 applicability is addressed separately below under Job Training and Employment for Low-Income Residents.
    b. **Hatch Act**. 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 Chapter 15 of the Title V United States Code.
    c. **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
    d. **Religious Organization**. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).
    e. **Access to Records**. SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
    f. **Notifications**. SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreement officer, advising the labor union or worker's

representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

g. **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity employer.

h. **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraphs 12 and 13 in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

13. **Employment Restrictions**

a. **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. **Labor Standards.** COUNTY will determine the labor standards requirements applicable to the construction project. Because SUBRECIPIENT will procure and administer the construction contract, SUBRECIPIENT will include applicable federal labor standards clauses and wage determinations in the construction documents. SUBRECIPIENT will collect and review required payroll documentation, and send to COUNTY who will also review and oversee resolution of identified labor standards issues. SUBRECIPIENT shall provide reasonable cooperation, site access, and documentation requested by COUNTY. SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act 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. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will include required labor standards provisions in construction contracts administered by SUBRECIPIENT. If SUBRECIPIENT separately enters into a contract funded under this Agreement, SUBRECIPIENT shall include all labor standards provisions identified by COUNTY as applicable.

c. **Job Training and Employment for Low-Income Residents - Section 3.**

i. Based on the $280,000 in HUD housing and community development financial assistance currently committed to the commercial kitchen improvement project, the project does not exceed the $300,000 Section 3 project threshold effective March 16, 2026. Section 3 requirements under 24 CFR Part 75 therefore do not apply to this Agreement based on the current project funding amount. If additional HUD housing and community development financial assistance is committed to the project and causes the total applicable HUD assistance to the project to exceed $300,000, COUNTY will reassess Section 3 applicability and amend this Agreement or otherwise impose the applicable requirements before authorizing work subject to those requirements.

14. **General Agreement Provisions.**

a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

b) **Indemnification.** SUBRECIPIENT agrees to indemnify and defend COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

SUBRECIPIENT shall take all reasonable steps to cause its contractors hired to complete the project described in Exhibit A to indemnify and defend COUNTY, and its elected officials, officers, employees, and agents, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the negligent acts or omissions of those contractors or any of their officers, agents, employees, or subcontractors. The indemnification and defense obligation excludes claims arising solely out of the negligent acts or omissions of COUNTY.

c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

f) **Governing Law.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.

g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

n) **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 7, 12, and 14 (a), (b), (c), (f), (g), (i), (j), (k), (l), and (m), and all other rights and obligations which by their context are intended to survive.

15. **Exhibits and Attachments.**

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Congressional Lobbying Certificate
- Exhibit D: Financial Reporting and Reimbursement Instructions
- Exhibit E: General Administrative and Federal Terms & Conditions
- Exhibit F Insurance Requirements
- Exhibit G: Required Performance Reporting
- Exhibit H: 2 CFR 200.332(b) Required Federal Award Information
- Exhibit I: Final Financial Report

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

Signature Date

Name:

Title:

FRIENDS OF CANBY ADULT CENTER, INCORPORATED

Signature Kathy Robinson Date 8/27/26

Name: Kathy Robinson

Title: Director

Approved for Legal Sufficiency:

By: Andrew Naylor
Andrew Naylor (Aug 27, 2026 16:10:43 PDT)
County Counsel

Dated: Aug 27, 2026

EXHIBIT A

SUBRECIPIENT SCOPE OF WORK

1. Scope of Work for: Canby Adult Center Commercial Kitchen Improvements Project / CDBG 2025-2026

   These CDBG funds are to be used for commercial kitchen improvements located at 1520 N. Holly Street, Canby, Oregon 97013.

2. SUBRECIPIENT applied to use funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201(c) and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.

3. SUBRECIPIENT's approved project will use up to $280,000 in CDBG funds for the commercial kitchen improvements approved by COUNTY at the Canby Adult Center. SUBRECIPIENT will procure and administer all contracts necessary to complete construction of the commercial kitchen improvements. The improvements are intended to create a commercial-grade kitchen that supports meal preparation and service for older adults participating in the facility's programs and who meet the income eligibly thresholds set forth below. Expenses described in SUBRECIPIENT's original application are not eligible under this Agreement unless they are included in the final scope approved by COUNTY.

4. SUBRECIPIENT shall:
   - Provide COUNTY with property, access, organizational, match, beneficiary, or other documentation reasonably requested for project administration and closeout. SUBRECIPIENT will maintain its procurement, construction contract, contractor payment, or labor standards records unless copies are provided to COUNTY or responsibility is expressly assigned in writing;
   - Attend Pre-Construction meeting(s) scheduled and agreed to by COUNTY; and
   - Not change the use or planned use of the improved property, including the beneficiaries of that use, without prior written approval from COUNTY. SUBRECIPIENT shall notify COUNTY before any proposed sale, transfer, lease, change in use, or other disposition of the property. COUNTY will determine the requirements applicable under 24 CFR 570.505 and the terms of this Agreement. In the event the use of the property is changed, SUBRECIPIENT will reimburse COUNTY in accordance with 24 CFR 570.505.

5. COUNTY will monitor the performance of SUBRECIPIENT by performing the following duties:
   - Complete and document the environmental review required for the project before authorizing choice-limiting actions or construction.
   - Approve the final CDBG-funded project scope, approve procurement documents, provide required federal provisions, and applicable wage determinations.
   - Perform project inspections conduct wage interviews of contractors performing construction work, and project closeout with SUBRECIPIENT after project construction is complete.
   - Maintain COUNTY's, environmental review, labor standards, and project close-out records.
   - Review and document match contributions, if match is required.
   - Determine and document the project's CDBG eligible activity and national objective.
   - Provide SUBRECIPIENT with information concerning continuing property-use, access, reporting, and closeout responsibilities.

6. COUNTY agrees to administer CDBG funds received under the Act and to provide funds for the project pursuant to this Agreement.

HUD issued income levels for CDBG projects benefitting low-moderate income community members served at project facility.

2026 INCOME LIMITS - All Programs

Effective June 1, 2026

MEDIAN INCOME:	The US Department of Housing and Urban Development (HUD) determines the median income for the Portland-Vancouver-Hillsboro, OR-WA MSA which includes Clackamas County. The table below shows the maximum income limits -- for the size of the household -- based on percentage of median income for various programs.						
HOUSEHOLD INCOME:	Household income is the current total annual gross income for all household members.						
Household Size	**30% Extremely low CDBG HOME**	**50% Low CDBG HOME**	**60% Initial HOME**	**80% Mod CDBG HOME NCRA**	**100% Median NCRA**	**120% Median NCRA**	
1	$ 26,950	$ 44,950	$ 53,940	$ 71,900	$ 99,900	$ 107,750	
2	$ 30,800	$ 51,350	$ 61,620	$ 82,150	$ 102,700	$ 123,150	
3	$ 34,650	$ 57,750	$ 69,300	$ 92,400	$ 115,500	$ 138,550	
4	$ 38,500	$ 64,150	$ 76,980	$ 102,650	$ 128,300	$ 153,950	
5	$ 41,600	$ 69,300	$ 83,160	$ 110,900	$ 138,600	$ 166,300	
6	$ 44,700	$ 74,450	$ 89,340	$ 119,100	$ 148,900	$ 178,600	
7	$ 47,750	$ 79,950	$ 95,460	$ 127,300	$ 159,900	$ 190,900	
8	$ 50,850	$ 84,700	$ 101,640	$ 135,500	$ 169,400	$ 203,250	

EXHIBIT B

SUBRECIPIENT Program Budget

PROGRAM NAME: Canby Adult Center Commercial Kitchen Improvements Project / CDBG 2025-2026	**AGREEMENT No. 24-061**
SUBRECIPIENT: Canby Adult Center	

A. The maximum amount of CDBG funds available for eligible project costs under this Agreement is $280,000. Payments will be made as described in the body of this Agreement and Exhibit D.
B. As a condition of receiving CDBG funding, COUNTY requires SUBRECIPIENT to provide non-federal matching funds equal to twenty percent (20%) of the CDBG award. Based on the $280,000 CDBG award under this Agreement, the required match is $56,000. SUBRECIPIENT shall provide the required match from non-federal sources approved by COUNTY.

SUBRECIPIENT shall identify the source of each match contribution and provide documentation sufficient for COUNTY to determine that the contribution is non-federal, attributable to the approved project, and not counted toward another federal award.

1. SUBRECIPIENT agrees to provide $56,000 in non-federal matching funds. COUNTY will document the amount of eligible CDBG project costs and approved match contributions upon completion of the project. COUNTY will invoice SUBRECIPIENT for any portion of the required $56,000 match that has not previously been provided and accepted by COUNTY.
2. SUBRECIPIENT may remit portions of the required match throughout the term of this Agreement. Any remaining balance of the required $56,000 match must be remitted to COUNTY no later than ninety (90) calendar days following project completion and SUBRECIPIENT's payment of the final invoice to the construction contractor.
3. COUNTY will issue a final invoice to SUBRECIPIENT identifying any outstanding portion of the required $56,000 match. SUBRECIPIENT acknowledges that full payment of the required match within the specified 90-day period is a material condition of this Agreement.

C. Failure to provide the full required match within this timeframe may result in remedies under this Agreement, including but not limited to recovery of funds, offsets, or other enforcement actions as permitted by law.

D. Adjustments to the budget may only be made with the approval of both Parties.

Expense Category	**County CDBG Funds**	**Required SUBRECIPIENT Match (Non-Federal funds)**	**Total Project Cost**
County-Approved Commercial Kitchen Improvements	$280,000	$56,000	$336,000
Total Project Cost	**$280,000**	**$56,000**	**$336,000**

EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered intro. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Canby Adult Center — 4007-26500-1958
Organization Name — Award Number or Project Name

Kathy Robinson, Director
Name and Title of Authorized Representative

[signature] — 8/27/26
Signature — Date

EXHIBIT D
FINANCIAL REPORTING AND REIMBURSEMENT INSTRUCTIONS

SUBRECIPIENT will process and pay all contractor progress payments for work performed and obtain all required close-out documentation as required for this project. SUBRECIPIENT will document and report the required $56,000 in non-federal matching contributions as outlined in Exhibit B and will provide supporting documentation identifying the source, amount, date, and approved project cost associated with each contribution. COUNTY will review all reported match to confirm that contributions are allowable and properly supported. See Exhibit B above for more information regarding the match component under this agreement.

SUBRECIPIENT shall submit a reimbursement request only for an eligible project cost that COUNTY specifically authorized SUBRECIPIENT in writing to incur. Any authorized reimbursement request must include the documentation required by COUNTY.

REQUIRED REPORTING:

- COUNTY must maintain documentation supporting the project's CDBG limited clientele national objective and the basis for qualifying the activity as benefiting elderly persons.
- SUBRECIPIENT shall report the unduplicated number of persons benefiting from the improved facility during the reporting period and shall provide available beneficiary demographic information requested by COUNTY for CDBG reporting.
- Required reporting and supporting documentation must be consistent with Exhibit G and COUNTY's Integrated Disbursement and Information System activity setup.
- The subrecipient must track and report all match contributions, providing appropriate supporting documentation with each reimbursement request. The County reserves the right to verify matching contributions. Failure to meet match requirements (see Exhibit B) may result in adjustments to grant disbursements or other corrective actions.

SUBRECIPIENT must attach all required documentation, and must include the below certification on any reporting or expenditure request (including when remitting the required matching funds contribution, see Exhibit B) submitted to COUNTY:

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Prepared by:____

Authorized Signer: ____

Date: ____

Department Review:____

Project Officer Name:____

Department:____

Signature:________________________________ Date:______________

EXHIBIT E
General Administrative and Federal Terms & Conditions

1. **Federal Funds**

a. This Agreement is funded in whole or in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.

b. COUNTY has determined:

☒ Entity is a subrecipient ☐ Entity is a contractor ☐ Not applicable

c. Assistance Listing Number of federal funds paid through this Agreement: 14.218

2. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred, except that:.

i. Section 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with § 570.513.
ii. Section 200.306 "Cost sharing or matching" does not apply.
iii. Section 200.307 "Program income" does not apply. Program income is governed by § 570.504.
iv. Section 200.308 "Revisions of budget and program plans" does not apply.
v. Section 200.311 "Real property" does not apply, except as provided in § 570.200(j). Real property is governed by § 570.505.

b. **Mandatory disclosures.** SUBRECIPIENT shall comply with 2 CFR 200.113 and must promptly disclose whenever, in connection with the Federal award, it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and COUNTY. SUBRECIPIENT is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

c. **Whistleblower Protections.** An employee of SUBRECIPIENT must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

d. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

e. **Change in Key Personnel**. SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

f. **Cost Principles**. SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

g. **Period of Availability**. SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

h. **Match.** Federal CDBG requirements do not impose a match requirement for this activity. COUNTY requires SUBRECIPIENT to provide non-federal matching funds equal to twenty percent (20%) of the $280,000 CDBG award as a condition of this Agreement. The required match is $56,000. SUBRECIPIENT shall identify and document each approved non-federal match contribution in accordance with Exhibit B and Exhibit D.

i. **Budget.** CDBG funds used for the project may not exceed the amounts specified in Exhibit B, Subrecipient Program Budget. The original application does not, by itself, establish the final CDBG-funded scope. Any change to the County-approved project scope or budget must receive prior written approval from COUNTY and must be documented through an amendment when required.

j. **Indirect Cost Recovery**. Indirect cost recovery is statutorily unavailable for this award.

k. **Payment**. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D, Reimbursement Request.

l. **Performance Reporting**. SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.

m. **Program Income**. No program income is anticipated. If program income as defined at 24 CFR 570.500(a) is generated, SUBRECIPIENT shall: (i) identify and report it; (ii) use it before requesting additional CDBG funds; and (iii) handle it in accordance with 24 CFR 570.504(c). At the end of the program year, the County may require remittance of all or part of any program income balances, except amounts needed for immediate cash needs or allowed revolving funds.

n. **Financial Reporting**. SUBRECIPIENT is not required to submit monthly reimbursement requests unless COUNTY has specifically authorized SUBRECIPIENT to incur reimbursable project costs.

o. **Closeout**. COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must satisfy all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.

p. **Unique Entity Identifier and Contractor Status**. SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at http://www.sam.gov.

q. **Suspension and Debarment**. SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at http://www.sam.gov. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. SUBRECIPIENT, by execution of this agreement, hereby certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. If at any time during the grant period the SUBRECIPIENT becomes debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities, it shall provide the COUNTY with notification of their exclusion status within 30 days. Such debarment, suspension, or other exclusion shall constitute a default under this Agreement and COUNTY may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement.

r. **Lobbying.** By execution of this Agreement, including Exhibit C, SUBRECIPIENT certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, if SUBRECIPIENT is not a unit of local government, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

s. **Audit.** A non-Federal entity that expends $1,000,000 or more in Federal awards during its fiscal year must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200, Subpart F. A non-Federal entity that expends less than $1,000,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, although records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The audit and reporting package must be submitted to the Federal Audit Clearinghouse through the current submission system designated by the General Services Administration. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

t. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated, terminated, and COUNTY may pursue any and all rights and remedies available to it at law, in equity, or under this Agreement.

u. **National Objective.** This activity is intended to meet the CDBG national objective of benefiting low- and moderate-income persons under 24 CFR 570.208(a)(2)(i)(A) as a limited clientele activity benefiting elderly persons, a group presumed to be principally low- and moderate-income. SUBRECIPIENT shall maintain and provide beneficiary and performance information requested by COUNTY to document the number and demographic characteristics of persons benefiting from the improved facility and to support COUNTY's CDBG reporting.

v. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338 and 24 CFR 570.502.

w. **Reversion of Assets.** Upon expiration or termination, SUBRECIPIENT shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Real property and equipment acquired or improved with CDBG funds shall be disposed of per 24 CFR 570.505 and as otherwise directed by the County.

x. **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Community Development Block Grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

y. **Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), protected health information that may be protected under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), substance use disorder information protected under 42 C.F.R. Part 2, and other information that may be protected under applicable federal, state, or local law. SUBRECIPIENT agrees to comply with all applicable federal, state, or local laws regarding the confidentiality of such information, and to hold any and all information that it is required by law, or that the County marks as "Confidential", to be held in confidence ("Confidential Information"), using at least the same degree of care that SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

3. **Default**

a. **Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:

a. SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
b. Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
c. After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
d. A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.

b. **County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. **Remedies**

a. **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

b. **Subrecipient's Remedies**: In the event COUNTY is in default, and whether or not COUNTY elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. **Compliance with Applicable Laws**

a. **Federal Award.** This Agreement is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. 200.211 and 2 CFR Part 200, are hereby incorporated by this reference herein.

b. **Public Policy.** SUBRECIPIENT expressly agrees to comply with all applicable federal, state, and local civil rights, nondiscrimination, accessibility, and rehabilitation requirements applicable to this Agreement, including Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, applicable HUD fair housing and CDBG requirements, all regulations and administrative rules established pursuant to the foregoing laws, and 2 CFR Part 200 as applicable to SUBRECIPIENT.
c. **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
d. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of $150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
e. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
f. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
g. **Disclosure of Information.** Any confidential or personally identifiable information (as defined in 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose except to the extent permitted by applicable law. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
h. **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
i. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
    a. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
    b. Procure a commercial sex act during the period of time the award is in effect; or
    c. Use forced labor in the performance of the Agreement or subaward under this Agreement.

   SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.
j. **Dispute Resolution.** The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a

jointly selected mediator to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or arbitration.

k. **Compliance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** SUBRECIPIENT agrees that, for all contracts funded wholly or in part with funds provided under this Agreement, it shall comply with the applicable provisions in Appendix II to 2 CFR Part 200. SUBRECIPIENT shall ensure that applicable provisions, including those required for a federally assisted construction contract, are incorporated into contracts and subcontracts funded under this Agreement.

l. **Compliance with 24 CFR Part 570, Subpart K.** SUBRECIPIENT must comply with all applicable requirements set forth in 24 CFR Part 570, Subpart K, which are incorporated by this reference herein.

EXHIBIT F

SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than $1,000,000.

2) **Commercial General Liability.**

   ☒ Required by COUNTY ☐ NOT Required by COUNTY

   SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than $1,000,000 per occurrence/ $2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

3) **Commercial Automobile Liability.**

   ☒ Required by COUNTY ☐ NOT Required by COUNTY

   SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than $250,000/occurrence, $500,000/aggregate, and $100,000 property damage.

4) **Professional Liability.**

   ☐ Required by COUNTY ☒ NOT Required by COUNTY

   SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5) **Abuse and Molestation Clause.**

   ☒ Required by COUNTY ☐ NOT Required by COUNTY

   As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers.

Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Any annual aggregate limit shall not be less than $3,000,000.

6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees"

7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

8) **Insurance Carrier Rating**. Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

10) **Primary Coverage Clarification**. SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

11) **Cross-Liability Clause**. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

12) **Waiver of Subrogation**. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

EXHIBIT G
REQUIRED PERFORMANCE REPORTING

SUBRECIPIENT shall provide project, beneficiary, match, property-use, and closeout information requested by COUNTY to support the project's limited clientele national objective and COUNTY's CDBG reporting. COUNTY will maintain the primary project, construction, procurement, payment, environmental review, and Integrated Disbursement and Information System reporting records.

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT
FOR THE PERIOD: AGREEMENT EXECUTION DATE THROUGH JUNE 30, 2027

Project Name: **Canby Adult Center Commercial Kitchen Improvements Project**
SUBRECIPIENT's application reported that the Center served 626 unduplicated meal-program participants during the October 2023 through September 2024 service year and anticipated that the improved kitchen would support production of more than 3,500 meals per month. These figures are planning baselines and are not guaranteed performance levels. SUBRECIPIENT shall report actual unduplicated beneficiaries and available service information for the applicable reporting period.

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Report unduplicated persons benefiting from the improved facility during the reporting period. Enter "P" for persons.

COUNTY is relying on the presumed-benefit criteria for elderly persons under 24 CFR 570.208(a)(2)(i)(A). Individual household income verification is not required solely to establish the activity's national objective. SUBRECIPIENT must maintain documentation showing that the reported beneficiaries are elderly persons served by the improved facility.

Leave Female-Headed Households blank because accomplishments for this activity are reported as persons.

# of Females________
# of Males __________
# of Elderly_________
# of persons with disabilities__________

Race Categories			
		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		

(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature ______________________ Date ______________

Organization ______________________

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

EXHIBIT H

2 CFR 200.332(b) REQUIRED FEDERAL AWARD INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Friends of Canby Adult Center
SUBRECIPIENT Unique Entity Identifier:	SJBYV6NGAXN7
Federal Award Identification Number (FAIN):	B-25-UC-41-0001
Federal award date:	August 20, 2024
Period of Performance (This Agreement):	Agreement Execution – 7/30/2027
Budget Period (This Agreement):	Agreement Execution – 6/30/2027
Total amount of all federal funds obligated by this action:	$280,000
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	$280,000
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	$280,000
Pass-through entity identifying number:	RGHJDZE7ZKQ2
Name of pass-through entity:	**Clackamas County**
Contact information for awarding official of the pass-through entity:	**Amy Counsil** acounsil@clackamas.us
Federal awarding agency:	US Department of Housing and Urban Development (HUD)
Federal award program name:	Community Development Block Grant for Entitlement Communities
Is Award for Research and Development?	**No**
Assistance Listing Number (ALN) & Title:	14.218 – Community Development Block Grants/Entitlement Grants
SUBRECIPIENT indirect cost rate on this Agreement:	Indirect cost recovery is unavailable for this award.

Exhibit I
Final Financial Report

Program Name: CDBG 2026/2027 Canby Adult Center	***Agreement #:*** 24-061
Federal Award #: B-25-UC-41-0001	***Date of Submission:*** *XX/XX/XX*
Subrecipient: Friends of Canby Adult Center	
Has SUBRECIPIENT submitted all required financial, match, and closeout documentation? *Y/N*	
Has Subrecipient met all programmatic closeout requirements? *Y/N*	

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds paid or reimbursed for this project:	
Total Federal Funds paid directly to SUBRECIPIENT, if any:	
Total non-Federal match reported on this agreement (if required):	
Balance of Federal project funds not expended by COUNTY:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): ______________________________

Subrecipient's Certifying Official (signature): ______________________________

Subrecipient's Certifying Official's title: ______________________________

24-061 -FINAL - Canby Adult Center_subrecipient signed

Final Audit Report 2026-08-27

Created:	2026-08-27
By:	Bouavieng Bounnam (BBounnam@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBN5C3jiOkiiNk0SA0UJGOPvYS5mTr1k

"24-061 -FINAL - Canby Adult Center_subrecipient signed" History

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Document e-signed by Andrew Naylor (anaylor@clackamas.us)
Signature Date: 2026-08-27 - 11:10:43 PM GMT - Time Source: server- IP address: 198.245.132.3 - Signature Appearance Selected: TYPE

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