



Contract Review Sheet

BO-4844-22

Grant Agreement #: BO-4844-22 Amendment #: _____

Contact: Chris Eppley Department: Board of Commissioners

Phone #: _____ Date Sent: _____

Title: DAS ARPA EMS Response in the Santiam Canyon

Contractor's Name: Lyons Rural Fire Protection District

Term - Date From: Execution Expires: October 1, 2024

Contract Total: \$ 300,000.00 Amendment: \$ - New Total: \$ 300,000.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Sole Source CMS # BO-4844-22

Description of Services or Grant Award

DAS, the pass-through entity for CSFRF Legislative Member Projects approved LRFDP as the single source given the types of services in the geographic location to provide advance life support EMS to the city of Detroit during recreational seasons.

Desired BOC Session Date: 8/10/2022 BOC Planning Date: 7/28/2022

Files submitted in CMS: 7/20/2022 Printed packet & copies due in Finance: 7/26/2022

BOC Session Presenter(s) Chris Eppley

FOR FINANCE USE

Date Finance Received: 7/19/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444... 7/19/2022

Finance - Contracts Date

DocuSigned by:
Carrie Graham
C56F30F42D03469... 7/25/2022

Contract Specialist Date

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483... 7/21/2022

Legal Counsel Date

DocuSigned by:
Jan Fritz
DC16351248DE4EC... 7/23/2022

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 10, 2022

Department: Board of Commissioners Agenda Planning Date: July 28, 2022 Time required: 5

Audio/Visual aids

Contact: Christopher Eppley Phone: 503-566-3963

Department Head Signature: DocuSigned by: Jan Fritz DC16351248DE4EC...

TITLE BO-4844-22 Lyons Rural Fire District IGA for Enhanced EMS Service in Detroit

Issue, Description & Background Marion County has received \$900,000 from DAS to provide enhanced EMS service in Detroit for the summer seasons of 2021, 2022, and 2023, and to deliver a 1,600' street project in the City of Gates. This IGA with Lyons Rural Fire District is for \$300,000 of those funds for the provision of enhanced emergency medical services in Detroit for the 2021-23 summer recreational seasons.

Financial Impacts: NA

Impacts to Department & External Agencies NA

Options for Consideration: The Board may choose to enter into this IGA, to put out a RFP for other EMS providers to deliver this service, or to not take on this project and return these funds to DAS.

Recommendation: Enter into the IGA with Lyons Rural Fire District for the provision of enhanced emergency medical services in Detroit during the 2021-23 summer recreation seasons

List of attachments: IGA and Exhibits

Presenter: Chris Eppley

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Board Chair Bethell, dbethell@co.marion.or.us; Commissioner Willis, cwillis@co.marion.or.us; Commissioner Cameron, Kcameron@co.marion.or.us; Jan Fritz, CAO, jfritz@co.marion.or.us

**MARION COUNTY
SUBRECIPIENT AGREEMENT
BO-4844-22**

*American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **Lyons Rural Fire District**, a unit of local government or special district, hereinafter referred to as "Subrecipient".

Recitals

- A.** WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B.** WHEREAS, The Oregon Department of Administrative Services (DAS) is authorized under Oregon Laws 2021, Chapter 669, Section 74 to distribute grant funds received by the State of Oregon under the ARPA SLFRF for the purpose of the Lyons Fire Emergency Medical Services Enhancement and Gates Downtown Improvement; and
- C.** WHEREAS, Marion County submitted an application to DAS and was awarded for two specific projects, one being the provision of enhanced emergency medical services (EMS) in the upper Santiam Canyon; and
- D.** WHEREAS, the Subrecipient, a unit of local government or special district, submitted an application to the county for the DAS ARPA SLFRF relief funds to support the Lyons RFD enhanced EMS project; and
- E.** WHEREAS, the County intends to allocate a portion of its DAS ARPA SLFRF funds to support the project; in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and
- F.** WHEREAS, during a meeting on June 16, 2022, the Board of Commissioners approved the application from Subrecipient; and
- G.** WHEREAS, Subrecipient is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- Exhibit A (The Application)
- Exhibit B (Required Federal Terms and Conditions)
- Exhibit C (Federal Funding Information for Subrecipients)
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form) – Not Applicable
- Exhibit F (DAS ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period March 3, 2021 through October 1, 2024. Subrecipients costs must be obligated by June 30, 2024 and must be expended by October 1, 2024.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the “Work”) in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by the Subrecipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. Consideration; Reporting

- a. The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000) (the “Grant”). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A as per the guidelines of the grant agreement between Marion County and DAS.
- b. Subrecipient may use the grant funds for direct administrative costs associated with administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified as specific costs of implementing the project, such as personnel costs directly associated with the provision of the services to be rendered and complying with legal and reporting requirements of this grant. Costs must comply with 2 CFR 200 Subpart E - Cost Principles and be adequately documented and supported, including requirements for personnel compensation and fringe benefits as identified in 2 CFR 200.430 & 200.431. Indirect Costs or general overhead costs have not been approved for this project.

- c. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The County shall provide the report templates to Subrecipient within 30-days of the signing of this Agreement. See Exhibit F for reporting due dates and requirements.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation. Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

- a. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.
- b. **Grant distributions will be made by the County:**
 - Monthly or upon request to the County with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. The exhibit and supporting documentation shall be sent to ceppeley@co.marion.or.us.
 - One-time distribution to the Subrecipient upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. Exhibit G shall be sent to ceppeley@co.marion.or.us.

7. Nonexclusive Remedies Related to Funding

a. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

b. Redistribution or Retention of Funds

- i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients or retain such Grant funds for other County use.
- ii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

c. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

8. Termination

- a. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.
- b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
 - i. Subrecipient fails to fulfill timely any of its obligations under this Agreement;
 - ii. Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
 - iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
 - iv. Funding for grant programs are denied, suspended, reduced or eliminated;
 - v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;

- vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including the County.
- c. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
 - ii. The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
- d. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.
- e. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- f. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- g. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any

perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

11. No Third-Party Beneficiaries

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

12. Notices

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

County Contact Person: Christopher C. Eppley, Community Development Division Director
Contact Telephone Number: 503-566-3963
E-Mail Address: ceppley@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 5232, PO Box 14500, Salem, OR 97309

13. Confidentiality

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

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

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the federal or state government, unless

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

15. Monitoring Required

a. County Authorized to Monitor Subrecipient

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the DAS ARPA SLFRF program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the DAS ARPA SLFRF program; and that DAS ARPA SLFRF program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

- 1) Reviewing financial and performance reports.
- 2) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the DAS ARPA SLFRF program, other federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
- 3) Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- 4) The County is responsible for resolving audit findings specifically related to the DAS ARPA SLFRF program and not responsible for resolving crosscutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section [§200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

- 1) Provide Subrecipients with training and technical assistance on DAS ARPA SLFRF program-related matters; and
- 2) Perform on-site reviews of the subrecipient's DAS ARPA SLFRF program operations;
- 3) Arrange for agreed-upon-procedures engagements as described in [§200.425](#).

b. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

c. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable DAS ARPA SLFRF program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure, inter alia, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

- a.** If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- b.** The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c.** No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d.** Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

18. Unallowable Costs and Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. Disallowance of Costs

The County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after

three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of this Section 23 and to grant right of access to and ownership by the County of the subrecipients' books and records related to this Agreement.

22. Audits

If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable federal regulations, if any.

23. Subcontractor Agreements

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- a. The services that the Subcontractor must provide related to the project.
- b. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- c. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- e. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnitee") from and against any and all claims,

actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- f. Subrecipient shall include Exhibits B, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

24. Insurance and Workers Compensation

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

25. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an independent contractor. Subrecipient is not an officer, employee or agent of the County, with respect to work performed under this Agreement.

Subrecipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

26. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

27. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available

contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement

30. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

31. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using DAS ARPA SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

32. Prevailing Wage

Subrecipients and Subcontractor(s) may be otherwise subject to the requirements of Davis-Bacon Act, when DAS ARPA SLFRF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
 - i. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:

- 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
- 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
- 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
- 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.

- b. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- c. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

33. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the County or the Subrecipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the County by its attorneys.

34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary the County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

- a. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;
- b. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d. Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signature: _____

Title: _____

Name (Type or Print): _____

Date: _____

Telephone Number: _____

Email Address: _____

Subrecipient Address: _____

Primary Contact Person (Type or Print): _____

Primary Contact Telephone Number: _____

E-Mail Address: _____

Fiscal Contact Name (Type of Print): _____

Title: _____

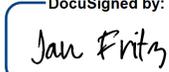
Email Address: _____

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

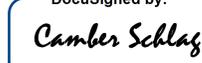
Commissioner Date

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... 7/23/2022

Chief Administrative Officer Date

Reviewed by Signature:  DocuSigned by:
D0CF5B04B9F483... 7/21/2022

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by:
C5B2F3DF257F444... 7/19/2022

Marion County Contracts & Procurement Date

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



**MARION COUNTY
DAS CSLFRF GRANT # 8156
REQUEST FOR APPLICATIONS**

Release Date: June 10, 2022

Applications Due Date: 4:30 p.m. on June 30, 2022

Refer Questions to:

Chris Eppley

Phone number: (503) 566-3963

ceppley@co.marion.or.us

Submit Proposals to:

ceppley@co.marion.or.us

2022 MARION COUNTY DAS CSFRF GRANT # 8156

In March of 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. The program is intended to provide support for state, local, territorial, and tribal governments, and/or non-profit organizations in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on their communities, residents, and businesses.

Marion County applied for an appropriation of these funds through the Oregon Department of Administrative Services (DAS) to accomplish two specific projects.

- The first is for \$300,000 and is to contract with Lyons Rural Fire Department to provide Advanced Life Support EMS service to the City of Detroit during the recreational seasons for each of three years starting in 2021 and ending in 2023.
- The second is for \$600,000 and is to construct approximately 1,600 linear feet of road, gutter, sidewalk, street lighting, and storm water facilities on the South side of Central Street in Gates, OR.

Marion County is accepting applications from solicited entities or special districts to accomplish the projects identified above.

Use of funds

To be considered for funding, the applicant's organization (hereafter "organization") shall propose a project that aligns with one of the following eligible projects:

- Enhancement of Emergency Medical Services provided by Lyons Rural Fire District to the City of Detroit; or
- Gates downtown street improvement project.

Organization Eligibility

The County is seeking applications from organizations that can perform one of the aforementioned projects. The organization(s) will be required to carry out the program or project as a subrecipient and funding may be associated with reimbursements for eligible expenditures incurred after March 3, 2021 that were necessary to address one of the two projects identified above.

The organizations will also be required to comply with, at a minimum, U.S. Treasury's Final Rule, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, Project and Expenditure Report User Guide, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 "Uniform Guidance", CSLFRF Frequently Asked Questions, and the sample Grant Agreement including its exhibits and attachments.

Period of Performance

All CSFRF funds administered through the 2022 Marion County DAS CSLFRF Grant #8156 Application must be obligated/signed contract by December 31, 2024, and have projects completed by December 31, 2026.

Procurement

Organizations awarded are responsible for ensuring that any procurement using CSLRFR funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable.

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA fund awards under \$10M. Organizations may be otherwise subject to the requirements of Davis-Bacon Act, when these funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

Monitoring

The County will conduct a Subrecipient Risk Assessment on each organization. In addition, the County will monitor the activities of the Subrecipient to ensure compliance with the award and federal requirements. Monitoring could consist of, but is not limited to, site visits, review of financial records such as budget to actual reports, expenditures, contracts and other legal instruments, prior audits, or other documentation to ensure compliance with CSLFRF funds and federal requirements.

Reporting

Organizations shall be required to comply with Financial and Performance Reporting Requirements as detailed in U.S. Treasury’s CSLFRF Compliance and Reporting Guidance, Part 2.

Project and Expenditure Reports are due to Marion County 15 days after the close of each quarter. Organizations shall report quarterly on the following:

- Project description and status of completion
- Project obligations and expenditures
- Project demographic distribution
- Civil Rights Compliance
- Required Programmatic Data (additional project categories may require additional reporting requirements)
 - Infrastructure projects
 - Other than infrastructure projects

Organizations shall submit a Performance Report annually to provide the required narrative and data to assist the county with compiling the Recovery Plan Performance Report. The annual reporting period is July 1st through June 30th and reports are due 15 days following the close of the fiscal year.

Checklist/Minimum Review

This application packet includes the Application, Attachment 1: Attestation Form, Attachment 2: Project Budget Workbook, Appendix 1: Expenditure Categories, and Attachment 3: Sample Grant Agreement.

To be eligible for review, each application must include the following:

- [] Completed Application
- [] Attachment 1: Attestation Form
- [] Attachment 2: Project Budget Worksheet

Submission Deadline: June 30, 2022 - 4:30 p.m.

Applications must be emailed to: ceppley@co.marion.or.us.

Applications are due at the County no later than **June 30, 2022, at 4:30 P.M.** Applications will be considered time-stamped and received by the County when they are received in the email inbox listed on the cover page.

To assure that your application receives priority treatment, please mark the email subject line “DAS CSLFRF GRANT # 8156”

Applicants must include their name and address and contact information in the body of the email. It is the Applicant’s responsibility to ensure that applications are received prior to the stated submission deadline and email address.

The application may not exceed a total of 25 single-sided, 8.5” x 11” numbered pages. Applications shall be submitted in searchable Adobe format and shall not be more than 50MB. The Project Budget Worksheet shall be included in the Adobe application packet.

Applications shall be labeled “DAS CSLFRF GRANT # 8156”



2022 MARION COUNTY DAS CSLFRF GRANT # 8156 APPLICATION

Organization Name: Lyons Rural Fire Protection District

Project Title: Lyons Fire Emergency Medical Services

I. Organization Information

Legal Name of the Organization: * Lyons Rural Fire Protection District

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * 93-1001163

DUNS or UEI Number: ** 969966464

**Organization must be able to obtain a UEI Number by the time the Contract is executed

Organization Street Address: * 1114 Main Street SE

City: Lyons **State:** OR **Zip Code:** 97358

Organization Mailing Address: PO Box 179
(if different from street address)

City: Lyons **State:** OR **Zip Code:** 97358

Organization Website: * lyonsrfd.org
(Please enter "N/A" if none)

Applicant Name: * Sherry A Bensema

Applicant Title: * EMS Coordinator

Applicant Mailing Address: PO Box 179
(if different from organization mailing address)

City: Lyons **State:** OR **Zip Code:** 97358

Applicant Phone: * (503) 859-2012 **Applicant E-mail:** * lyonsambulance@gmail.com

Project Contact: _____
(If different from applicant)

Project Contact Phone: (503) 859-2012 **Project Contact E-mail:** lyonsambulance@gmail.com

* Response required for application to be considered complete

II. Project Information *(not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)*

1. Describe the organization that will manage the project and include the following:
 - a. Total estimated or completed project budget
 - b. Estimated start date and completion dates; or date project was completed
 - c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.
2. Describe the project need and the impact the project will or did have on the local community and Marion County. Identify each project element and include a timeline and key team member(s) who will or did work on the project
3.
 - a. Describe the project
 - b. Describe how the project meets the CSLFRF period of performance.
4. Describe the organization's experience as a subrecipient or beneficiary of federal funding. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.
5. Identify and describe partnerships or contracted services the organization has secured to assist with the project?
6. Describe how the operations will be funded after the project is complete, if applicable. If application is for reimbursement of funds already spent, explain how project will be maintained and/or funded in future years.
7. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments for this proposed project. Include the source(s) and amount(s) applied for, and any awards received.
8. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for specific to this proposed project. Include the source(s) and amount(s) applied for, and any awards received.
9. When was your last financial statement or single audit performed and what was the result (i.e clean audit opinion, recommendations, or findings)? Please be prepared to provide this information if requested.
10. Provide any additional information related to the project.

Attachment 1. Attestation Form

APPLICANT NAME: Sherry A Bensema

ORGANIZATION NAME: Lyons Rural Fire Protection District

PROJECT NAME: Lyons Fire Emergency Medical Services

ADDRESS: 1114 Main Street SE Lyons, OR 97358

TELEPHONE NUMBER: 503-859-2410 EMAIL: lyonsfire@lyonsrfd.org WEB SITE: lyonsrfd.org

TAXPAYER ID NUMBER: 93-1001163 DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: 211889-82

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature:  _____

Print Name: Gary Rychard

Title: Lyons Rural Fire Protection District Board of Directors, Board President

Contact Person (Type or Print): Sherry A Bensema

Telephone Number: (503) 859-2012

Email: lyonsambulance@gmail.com

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

1. Describe the organization that will manage the project and the following:
Lyons Rural Fire Protection District provides ALS Ambulance Service to approximately 1000 sq miles of east Marion and Linn Counties. We are the primary ambulance service for these areas. We staff one ALS Ambulance based out of the Lyons RFPD station, with two full time FF/Paramedics and 26 part-time Paramedics and EMT staff.

- a. Total estimated or completed project budget
 - The total estimated budget for the project is \$300,000.00 over a three-year period.
 - b. Estimated start date and completion dates; or date project was completed
 - The project was started on June 25, 2021, and will run through October 2023
 - c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.
 - Sherry Bensema EMS Coordinator, Lyons Rural Fire Protection District
 - Supervisor and Project Coordinator, Clinic manager, for project will oversee daily operations and planning, hiring, and training for personnel staffing project. Reporting and administrative needs of the project.
 - Tammy Baxter Administrative Assistant, Lyons Fire District she will process payroll, and background check for personnel hired to fill the staffing for the services.
 - Racheal Heinrich handles scheduling for staffing needs for the project.
2. Describe the project need and the impact the project will or did have on the local community and Marion County. Identify each project element and include a timeline and key team member(s) who will or did work on the project

Due to the impact from the 2020 wildfires in the Santiam Canyon has been an identified need for enhancing EMS first response in this area, with the loss of infrastructure and housing the volunteer pool serving this area staffing and providing consistent quick response emergency medical service has become even more challenging in this area. An increase in construction and traffic volume is notably greater than normal yearly volume. High-risk activities such as logging, heavy equipment operations, and construction project have created a potential for an increased risk to community members, contractors, visitors, and public safety members that operate in this area. The scope of this project is the enhancement of EMS Response and Capabilities in the Santiam Canyon in Marion County Oregon, with the objective of providing a Quick Response EMS Team to the Idanha Detroit Communities and areas of the Santiam Canyon effected by 2020 fires and other weather events. In addition, enhance first aid trained response for unprotected areas within the Santiam Canyon by increasing MCSO and SAR first aid capabilities with the addition of First Aid Kits and Wilderness First Aid training, allowing treatment to begin quickly, on arrival of trained personnel. The additional EMS quick response resources would be available to other first response agencies on request to support operational needs as requested by agencies in the Santiam Canyon.

- b. Describe how the project meets the CSLFRF period of performance.

The proposed project would provide Friday, Saturday, Sunday, and Monday EMS quick response unit staffed with two personnel at a minimum licensure level of one Emergency Medical Responder and an Emergency Medical Technician as a minimum, providing 12-hour shift coverage between the hours of 0900 till 2100 hrs. The enhanced coverage began the Friday prior to the 4th of July 2021 with a 13-week operating period through the second weekend in October. With all projects being completed December 2026.
4. Describe the organization's experience as a subrecipient or beneficiary of federal funding. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.
- The Lyons RFPD has received several Federal Grants to support projects for EMS, to include equipment. We are familiar with federal reporting requirements as a Medicare provider we are familiar with reporting to meet federal government requirements. We are currently managing FEMA recovery funds following the Beachie Creek Fire. We have full time office staffing to ensure reporting requirements are met. We have also received multiple State

5. Identify and describe partnerships or contracted services the organization has secured to assist with the project?

We are partnering with Santiam Canyon Fire Districts, Marion County Sheriff's Office to identify events and dates that additional EMS staffing is needed in the region. We are partnering with ODF and USFS to identify opportunities for outreach training to increase the number of responders in the region that have basic medical training such as First Aid and CPR.

6. Describe how the operations will be funded after the project is complete, if applicable. If application is for reimbursement of funds already spent, explain how project will be maintained and/or funded in future years.

This is a limited duration project that is designed to enhance emergency medical services during the rebuilding period for communities impacted by the 2020 wildfire and the COVID pandemic.

7. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments for this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

No other funding has been applied for

8. Identify and describe other non-governmental funding sources (e.g., fees, donations, grants) the organization has applied for specific to this proposed project. Include the source(s) and amount(s) applied for, and any awards received.

No other funding has been applied for this project is in cooperation with the wildfire relief efforts by Marion County to enhance EMS services to communities impacted by the 2020 Wildfires and COVID 19 pandemic.

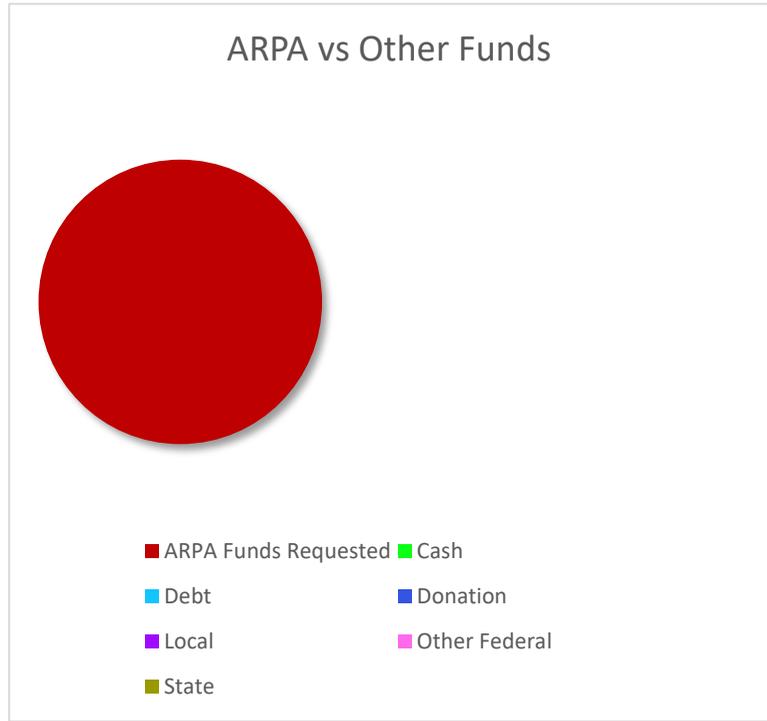
9. When was your last financial statement or single audit performed and what was the result (i.e., clean audit opinion, recommendations, or findings)? Please be prepared to provide this information if requested.

Our last financial audit was in 2021. We are audited each year and due to the size of our organization we routinely receive a deficiency comment about the separation of duties. This is managed by all purchases are approved by the Fire Chief or the Board of Directors. And all invoices and receipts are reviewed and approved by the Lyons RFPD Board of Directors.

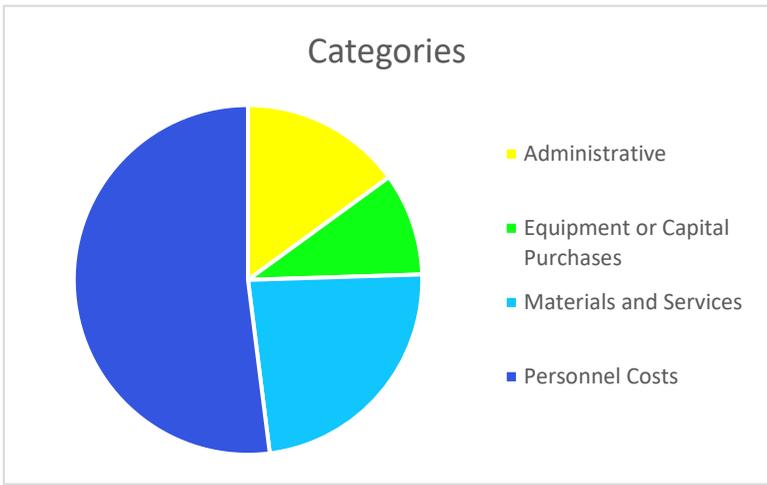
10. Provide any additional information related to the project.

Project Budget Summary

Total Project Budget	\$	100,000
ARPA Funds Requested	\$	100,000
Other Funds	\$	-
Cash	\$	-
Debt	\$	-
Donation	\$	-
Local	\$	-
Other Federal	\$	-
State	\$	-



Total Project Budget	\$	100,000
Categories		
Administrative	\$	15,000
Equipment or Capital Purchases	\$	9,500
Materials and Services	\$	23,500
Personnel Costs	\$	52,000



Total Project Budget	\$	100,000
Internal	\$	89,000
External	\$	11,000

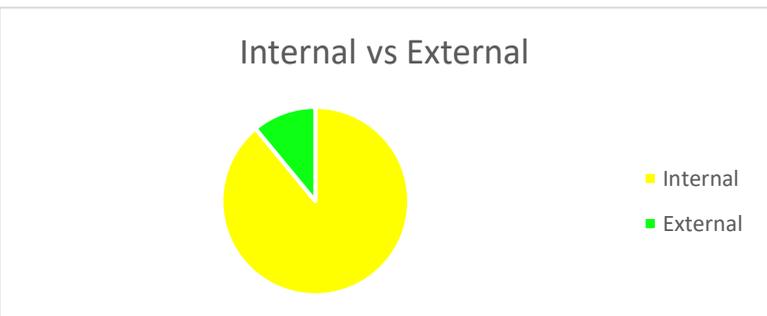


EXHIBIT B
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX

of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit C – Federal Funding Information For Subrecipients

As Required By 2 CFR 200.331(a)¹

1. Federal Award Identification	
(i) Subrecipient Name:	Lyons Rural Fire District
(ii) Unique Entity ID #:	EEDEGLF7KH71
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal Award Date:	Date of Execution
(v) Subaward Period of Performance (Start & End Date):	3/3/21 - 6/30/24
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	
a.1) DAS - IGA 8156 (CMS BO-4827-22)	\$300,000
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$300,000
c) Total Amount of Federal Award committed to Subrecipient by PTE	
(vii) Federal Award Project Description:	DAS ARPA EMS Reponse in the Santiam Canyon
(viii) Identify the following:	
a) Federal awarding agency	State of Oregon, Dept of Administrative Services
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Chris Eppley, Community Development Division Director
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	21.027
b) Program Name:	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	10% de minimums
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	10% de minimums
3. Additional Requirements or Comments (if any)	
<i>Lyons found to be a high risk subrecipient, per Risk Assessment performed by Marion County, and additional monitoring could be required - see contract for details.</i>	
<p>¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).</p>	

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:	Lyons Rural Fire District	CMS Number:	4844
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Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- Yes (Skip questions "A" and "B" and finish the certification)
- No (Proceed to questions "A" and "B")

A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue **AND** (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- Yes If "Yes," proceed to question "B".
- No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If "Yes", where can this information be accessed?
- No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Print Name of Authorized Representative

Print Title of Authorized Representative

Signature of Authorized Representative

Date

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

EXHIBIT F
DAS ARPA/SLFRF REPORTING REQUIREMENTS FORM

A.1 Project and Expenditure Report

Subrecipient shall complete the Quarterly Project and Expenditure Reports as outlined in the DAS Coronavirus State Fiscal Recovery Fund Grant, number 8156 executed on June 23, 2022 and submit them to the County according to the schedule below. Once the Subrecipient total project expenditures have occurred and the project has been completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

Quarterly Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2022	2	Project Commence - June 30	July 7, 2022
2	2022	3	July 1 - September 30	October 7, 2022
3	2022	4	October 1 - December 31	January 7, 2023
4	2023	1	January 1 - March 31	April 7, 2023
5	2023	2	April 1 - June 30	July 7, 2023
6	2023	3	July 1 - September 30	October 7, 2023
7	2023	4	October 1 - December 31	January 7, 2024
8	2024	1	January 1 - March 31	April 7, 2024
9	2024	2	April 1 - June 30	July 7, 2024
10	2024	3	July 1 - September 30	October 7, 2024
11	2024	4	October 1 - December 31	January 7, 2025
12	2025	1	January 1 - March 31	April 7, 2025
13	2025	2	April 1 - June 30	July 7, 2025
14	2025	3	July 1 - September 30	October 7, 2025
15	2025	4	October 1 - December 31	January 7, 2026
16	2026	1	January 1 - March 31	April 7, 2026
17	2026	2	April 1 - June 30	July 7, 2026
18	2026	3	July 1 - September 30	October 7, 2026
19	2026	4	October 1 - December 31	January 7, 2027

A.2 Annual Recovery Plan Performance Report

Subrecipient shall complete the Annual Recovery Plan Performance Report to the County.

Annual Recovery Plan Performance Reports are due to the County according to the following table:

Report	Period Covered	Due Date
1	Award Date - June 30, 2022	July 7, 2022
2	July 1, 2022 - June 30, 2023	July 7, 2023
3	July 1, 2023 - June 30, 2024	July 7, 2024
4	July 1, 2024 - June 30, 2025	July 7, 2025
5	July 1, 2025 - June 30, 2026	July 7, 2026
6	July 1, 2026 - December 31, 2026	January 7, 2027

Exhibit G - Marion County Disbursement Request



Recipient:
 Project Name:
 Funding Program:
 Assistance Listing (CFDA#):

Project Number:
 Date:
 Final Draw? Yes No

Reporting Period: _____ to _____

(A) Category	Marion County Funds				Other / Matching Funds				All Funds
	(B) Approved Budget (Whole Dollars)	(C) Prior Disbursements	(D) Current Request (Linked to Detail)	(E) = [B-C-D] Balance	(F) Approved Budget (Whole Dollars)	(G) Prior Expenditures	(H) Current Expenditure	(I) = [F-G-H] Balance	(J) = [C+D+G+H] Disbursed & Expended
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

Authorized Signature and Title _____ Date _____

Authorized Signature and Title (if necessary) _____ Date _____

Project Contact for Payment Notification _____ Phone Number _____

Email Address _____

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

<u>Dollar Amount</u>	<u>Costing</u>	<u>PO #</u>
\$ -		<u>CMS #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature and Title _____ Date _____

Authorized Signature and Title _____ Date _____

Authorized Signature and Title _____ Date _____

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 us 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).

Additional Information Required:
 Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet.
 Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation.
 Submit to ARPArecovery@co.marion.or.us for review and processing of disbursement.
 Questions about this form can also be directed to ARPArecovery@co.marion.or.us.



Annual Equitable Outcomes and Community Engagement Report

Recipient Name: _____

Contact Name: _____

Contact Phone: _____

Grant #: _____

Date Submitted: _____

Promoting Equitable Outcomes

The U.S. Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Using the four points below: describe how your project will consider and measure equity at the various stages of your project, describe how your project's use of funds prioritizes economic and racial equity as a goal, describe how you identified specific targets intended to produce meaningful equity results at scale and explain the strategies to achieve those targets.

The information provided in this section will be used in DAS' annual Recovery Plan Performance Report as required in the Compliance and Reporting Guidance in section C.3.

Goals

Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?

Response:

Awareness

How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?

Response:

Access and Distribution

Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?

Response:

Outcomes

Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

Response:

Community Engagement

Describe how your planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from community residents and community-based organizations. Where applicable, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

The information provided in this section will be used in DAS' annual Recovery Plan Performance Report as required in the Compliance and Reporting Guidance in section C.4.

Response: