Grant Agreement #: BO-4573-22 Amendment #: Bo-4573-22
Contractor's Name: Marion County Public Works Term - Date From: Execution Expires: December 31, 2026 Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Contractor's Name: Marion County Public Works Term - Date From: Execution Expires: December 31, 2026 Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Contractor's Name: Marion County Public Works Term - Date From: Execution Expires: December 31, 2026 Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Contractor's Name: Marion County Public Works Term - Date From: Execution Expires: December 31, 2026 Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Contractor's Name: Marion County Public Works Term - Date From: Execution Expires: December 31, 2026 Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Contract Total: \$ 600,000.00 Amendment: \$ - New Total: \$ 600,000.00 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
□ Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25% Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Source Selection Method: RFP CMS # 1024 Description of Services or Grant Award
Description of Services or Grant Award
2021 Manager Country 1 and Country 1 and 1 of 1 angle and 1 of 2 angle of the 2 and 1 of 1 and 1 of 1 angle and 1 of 1 angle and 2 a
Desired BOC Session Date: 5/25/2022 BOC Planning Date: 5/12/2022
Files submitted in CMS: 5/4/2022 Printed packet & copies due in Finance: 5/10/2022
BOC Session Presenter(s) Camber Schlag, Debbie Gregg, Chris Eppley
FOR FINANCE USE
Date Finance Received: 5/6/2022 Date Legal Received:
Comments: Y
REQUIRED APPROVALS
·
— DocuSigned by:
Camber Schlat Carrie Graham
DocuSigned by: Camber Schlag Carrie Graham C5B2F3DF257F444 5/6/2022 5/6/2022 5/11/2022
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Camber Schlag 5/6/2022 Carrie 61 raham 5/11/2022 Finance - Contracts Date Contract Specialist Date Docusigned by: Docusigned by:
Camber Schlag C55B2F3DF257F4445/6/2022Carrie 61 rabam C56B73DF42D034695/11/2022Finance - ContractsDateContract SpecialistDate



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	May 25, 2	May 25, 2022					
Department:	Board of	of Commissioners Agenda Planning Date: May 12, 2022 Time required:					
Audio/Visu	ual aids						
Contact:	Camber S	r Schlag Phone: 503-566-3944					
Department Head Signature: Jan Frity DC16351248DE4EC							
TITLE		Approval of the Beneficiary Agreement and Memorandum of Understanding for the American Rescue Plan Act (ARPA) funded projects.					
Issue, Description & In June 2021, Marion County received the federal ARPA Allocation of \$67M. Through a grant approcess, the BOC approved various eligible projects and awarded funds to county departments.							
Financial Impacts: All projects are funded through the American Rescue Plan Act, Coronavirus State Fiscal Recovery and Coronavirus Local Fiscal Recovery Fund				y Fund			
mpacts to Department Several departments and a not for profit are receiving funding to support critical programs and External Agencies							
Options for Consideration:		A) Approve award allocation to attached applicants B) Decline award allocation to these applicants C) Take no action at this time					
Recommendat	Recommendation: A) Approve award allocation to attached applicants						
List of attachm	ents:	For 8 applications each, a review sheet, an agreement, the application, and attached exhibits B,C,D,E,F,G					
Presenter:	Camber Schlag, Debbie Gregg and Chris Eppley						
Copies of co	Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)						
Copies to:		Camber Schlag, cschlag@co.marion.or.us					

MARION COUNTY MEMORANDUM OF UNDERSTANDING BO-4573-22

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

This Memorandum of Understanding ("MOU") is entered into between **Marion County Board of Commissioners Office**, hereinafter referred to as "Board", and **Marion County Public Works**, hereinafter referred to as "Department".

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 ARPA/SLFRF program is to provide 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 total ARPA/SLFRF funds allocated to Marion County, as published by the U.S. Treasury, is \$67,559,569, may use funds that meet ARPA/SLFRF eligibility requirements; and
- C. WHEREAS, Marion County Public Works, a department within Marion County, submitted an application to the Board for \$600,000 in ARPA/SLFRF relief funds to support Donald-Fargo Wastewater Facility Lagoon #5 Project under the U.S. Treasury eligible category Infrastructure; and
- **D.** WHEREAS, during a meeting on January 26, 2022, the Board approved the application from the Department; and

Agreement

NOW THEREFORE, the parties understand 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 MOU 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) Not applicable
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)
- Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

2. Term of MOU

This MOU covers the period **March 3, 2021 through December 31, 2026**. Department's costs must be obligated by December 31, 2024 and must be expended by December 31, 2026.

3. Work to be Performed

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

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

4. Consideration; Reporting

- a. The Board has agreed to make an award of funds to the Department not-to-exceed amount of **Six Hundred Thousand Dollars** (\$600,000.00) (the "Grant"). Grant disbursements shall be a reimbursement of funds to Department, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.
- b. Grant distributions will be made by the Board and Designee to Department monthly with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Department's authorized signer. The exhibit and supporting documentation shall be sent to ARPArecovery@co.marion.or.us or.
- c. Any desired use of funds by Department that differs from the Work must first be approved in writing, by Board. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The Board and Designee shall provide the report templates to the Department no later than June 15, 2022. See Exhibit F for reporting due dates and requirements.

5. Confidentiality

Department 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 MOU. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this MOU, 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.

Department 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.

6. Subcontractor Monitoring Requirements

Department shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. The Department, 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 ARPA/SLFRF program requirements or as otherwise directed by the Board, but in no case less than at least once during the term of this MOU.

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

7. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Department 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 MOU (or in the case of Subcontractors, under their respective contracts with Department) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein and as outlined in 2 CFR 200. The Board or it's Designee may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

8. Disallowance of Costs

Department shall cooperate and shall cause its Subcontractors to cooperate with the Board and all appropriate investigative agencies when unallowed or disallowed costs are discovered. The Department shall assist with recovering said costs.

9. Subcontractor Agreements

Department shall require and cause its subcontractors to comply with all applicable provisions of this MOU between the Board and Department, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the Board.

All of Department's subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Department by the Board and that the Board shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Department shall have a written contract with each subcontractor that is listed in and consistent with the Department'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 Department).
- c. The Department's and the Board's monitoring rights and responsibilities and the methods used by Department for monitoring.
- d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the Board or of Department.
- e. Department may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

- (i) Department 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 Board 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 Department'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. Department shall include Exhibits B, D, E, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

10. Department Procurements

Departments are responsible for ensuring that any procurement using 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. Department must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

11. Prevailing Wage

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Departments and Subcontractor(s) may be otherwise subject to the requirements of Davis-Bacon Act, when APRA 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, Department shall:
 - 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 Department 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, Department shall require each contactor 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. Department 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, Department may request that the Commissioner of BOLI make a determination about whether the Project is a public work on which payment of the prevailing rate of wage is required under ORS 279C.840.

12. Amendments

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

(Remainder of this page intentionally left blank)

MARION COUNTY BOARD OF COMMISSIONERS:

Chair	Date	
Commissioner	Date	
Commissioner	— DocuSigned by: Date	
Authorized Signature:	Jan Fritz DC16351248DE4EC	5/11/2022
	Chief Administrative Officer	Date
Authorized Signature:	Brian Mcholas 9793BA7ACD6D443	5/9/2022
C	Department Head or Designee	Date
Reviewed by Signature	Jane & Vetto DOCFC5B04B9F483	5/11/2022
, ,	Marion County Legal Counsel	Date
Reviewed by Signature	Camber Schlag — C5B2F3DF257F444	5/6/2022
, ,	Marion County Contracts & Procurement	Date

EXHIBIT A THE APPLICATION

[The Application on Next Page]

Organization Name: Marion County Public Works Department

(on behalf of the Fargo Interchange Service District)

Project Title: Fargo Interchange Service District Wastewater Treatment Improvement Project

ARPA Funding Category: 5.1 Centralized Wastewater Treatment

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I.	Organization		ui illaliuli
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Legal Name of the	e Organization: * Marion (County Public Works Department
Doing Business A	s (DBA) Name (if applica	ble):
Employer Identific	cation Number (EIN): * 93	3-6002307
DUNS Number: * **Organization must be a	* 167258529 able to obtain a DUNS Number by t	he time the Contract is executed
Organization Stree	et Address: * 5155 Silverto	on Road NE
City: Salem	State: Oregon	Zip Code: 97305
Organization Mail	ing Address:	
City:	State:	Zip Code:
Organization Web (Please enter "N/A" if no	site: * https://www.co.n	narion.or.us/PW
Applicant Name: *	* Brian Nicholas	
Applicant Title: *	Public Works Director	
Applicant Mailing (if different from organiz	Address:ation mailing address)	
City:	State:	Zip Code:
Applicant Phone:	* (503) 588-7943 Ap	oplicant E-mail: * bnicholas@co.marion.or.us
Project Contact:(If different from applica	nt)	
Project Contact Ph	none: (_503)365	5-3111 Project Contact E-mail:
	o.marion.or.us_ upplication to be considered comple	te

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:

The Fargo Interchange Service District (FISD) was formed in 1992 by Marion County to provide sewer service to commercial, industrial and residential properties in the immediate vicinity of the I-5: Aurora-Donald Interchange. FISD is managed through an intergovernmental agreement with Marion County Public Works. Marion County will continue to manage FISD as well as the project described in this grant application.

- a. Total estimated project budget is \$600,600.00
- b. Estimated start date and completion dates:

Start Date: Project design is already underway Construction Completion Date: December 31, 2023

- c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.
 - a. Brian Nicholas, PE, Marion County Public Works Director
 - i. Role in Project: Department Head
 - b. Dennis Mansfield, Marion County Administration Division Manager
 - i. Role in Project: FISD Secretary (District Administrator)
 - c. Matt Knudson, Marion County Service District Program Supervisor
 - i. Role in Project: FISD Operations Supervisor
 - d. Shane Ottosen Jr., PE, Marion County Public Works Engineering Associate
 - i. Role in Project: FISD District Engineer
 - e. Daniel Schaffer, Marion County Public Works Wastewater Specialist
 - i. Role in Project: FISD Water and Wastewater Operator
- 2. Describe the project need and the impact the project will have on the local community and Marion County.

Wastewater from the FISD sewage collection system is pumped to the City of Donald's wastewater treatment plant where it is treated. FISD has a fixed treatment allocation of 50,000 gallons per day at the Donald treatment plant, which FISD has exceeded in 4 of the last 5 years due to commercial development at the I-5: Aurora-Donald Interchange. The City of Donald is currently in the process of expanding its waste water treatment plant to serve growing city needs and FISD must contribute funds to the treatment plant expansion project to secure additional treatment capacity to satisfy its own customer needs.

FISD's share of the City of Donald waste water treatment plant expansion project is \$600,600.00. The Fargo district does not have capital reserves to pay for infrastructure improvements and all such costs are passed directly to the small pool of FISD customers. This is a cost that Fargo customers simply cannot bear. They are still paying off the cost of the district's last capital improvement program

completed in 2012. FISD provides sewer services to well trafficked truck stops and commercial properties. The interchange is primarily used by commuters or trucking and, therefore, is a significant economic contributor to the local community and to Marion County. The City of Donald relies on this popular interchange for both transportation and freight mobility. Therefore, ensuring the long-term viability of utility services at the interchange is vital.

3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

The City of Donald is managing the project, as the city owns the treatment plant and underlying property. The total project cost for FISD is \$600,600.00. Engineering, design and permitting of the treatment plant improvements are underway. Construction is scheduled to begin in Summer 2022 and is scheduled to be completed by December 2023.

- 4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see State and Local Fiscal Recovery Funds (marion.or.us). https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx
 - a. Describe how the project meets the ARPA period of performance.

The requested funds will be applied directly the cost of constructing FISD's proportional share of waste water treatment plant construction costs, an eligible expense based on the criterial provide under the infrastructure section 5.1 "Clean Water: Centralized Wastewater Treatment".

5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.

The City of Donald has adopted this project into its infrastructure master plan, which can be provided upon request.

6. Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

Marion County manages FISD through an intergovernmental agreement. Marion County has extensive experience in successfully managing and reporting as a subrecipient for federal projects. Procurement of goods and services is completed in compliance with the Marion County Contract Review Board Rules and Regulations (MC/CRBRR) and ORS. Marion County is Certified by ODOT in: Design; Advertising, Bid, & Award; Construction Contract Administration, Direct Appoint Consultant Selection, and Formal/Informal Consultant Selection. Marion County has 15 federal-aid projects to deliver in the current Statewide Transportation Improvements Program (STIP). A single audit for federal projects conducted for FY2019-20 financial transactions resulted in no findings. The county also follows retention record requirements and successfully submits numerous grant reimbursement requests annually. Each grant is closely monitored to ensure expenses are appropriately accounted for.

7. Identify and describe partnerships the organization has secured to assist with the project?

FISD has been in a partnership with the City of Donald for 30 years through an intergovernmental agreement between the city and the service district. This project is of mutual benefit and the City of Donald has communicated with the FISD regarding the requirements needed to complete the project, including the district's financial obligation. The exchange of funds between FISD and the City of Donald will be administered through an amendment to the existing intergovernmental agreement.

8. Describe how the operations will be funded after the project is complete.

The City of Donald operates the waste water treatment plan using service fees collected from city customers and FISD. The city's revenues are sufficient to operate the expanded treatment plant, including the serve fees collected by FISD to pay its share of plant operating costs.

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

Two years ago, the City of Donald and staff from Marion County reached out to various state and federal agencies for grant opportunities. At that time, no grant opportunities were available, only low-interest loans. If ARPA funds are not provided for this project, a long-term low-interest loan will be the only other option available.

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

No other funds are being requested at this time. As described in #9, other opportunities for funding this project are not available.

11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?

Since no other grant opportunities, FISD will be forced to secure a low-interest and pass the payoff costs directly to FISD customers.

12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.

Project deadlines will be met because the city's waste water master plan is complete and the waste water treatment plan improvements are currently being designed and construction documents are

being prepared for bid with bidding scheduled for the spring of 2022. Construction will be completed by December 2023, three years before ARPA funds must be fully expended.

13. Provide any additional information related to the project.

Attachment 1. Attestation Form

APPLICANT NAME: Brian Nicho	olas, Marion County I	Public Works Director_	
ADDRESS: Marion County Public	ic Works Department	, 5155 Silverton Road N	E, Salem, Oregon, 97305
PHONE NUMBER: <u>503.588.5036</u>	EMAIL: bnicholas	@co.marion.or.us_WEB	SITE: www.co.marion.or.us/PW
TAXPAYER ID NUMBER:	DATE	STATE OF INCORPOR	RATION:
	•		☐ Partnership √Government
CERTIFICATION/LICENSE NUM	MBER:		

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: Bria Michle
Print Name: Brian Nicholas
Title: Public Works Director
Contact Person (Type or Print): <u>Matt Knudsen</u>
Telephone Number: (<u>503</u>) <u>365-3187</u>
Email: _mknudsen@co.marion.or.us

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.

Project Budget - Fargo

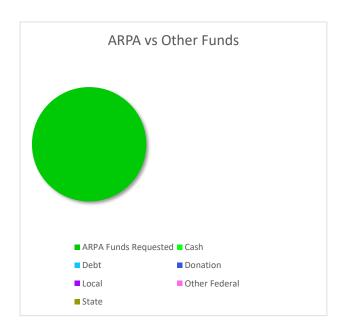
Please provide a line item detailed budget for the project for the months of October 2021 through December 2024.

CATECORY	ARPA FUNDS OTHER FUNDS (if applications)		(if applicable)	le) TOTAL		
CATEGORY	Int / Ext	REQUEST	AMOUNT	SOURCE	\$	600,600.00
Materials and Services					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
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					\$	-
					\$	-
					\$	-
					\	-
Equipment or Capital Purchases					\$	600,600.00
Lagoon design and build						
through City of Donald	External	\$ 600,600.00			\$	600,600.00
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$ \$	-
					\$	-
					\$	-
Personnel Costs					\$	-
					\$	-
					\$	-
					\$	
					\$	-
Administrative					\$	-
Administrative					\$	-
					\$	_
					٧	

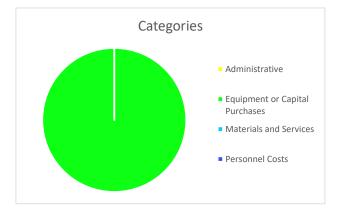
4

Project Budget Summary - Fargo

Total Project Budget	\$ 600,600.00
ARPA Funds Requested	\$ 600,600.00
Other Funds	\$ -
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ -
Other Federal	\$ -
State	\$ -



Total Project Budget	\$ 600,600.00
Categories	
Administrative	\$ -
Equipment or Capital Purchases	\$ 600,600.00
Materials and Services	\$ -
Personnel Costs	\$ -



Total Project Budget	\$ 600,600.00
Internal	\$ -
External	\$ 600,600.00

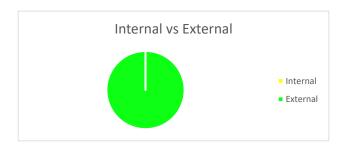


EXHIBIT B APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- Contracts for more than the simplified acquisition threshold currently set at \$100,000, 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 Department 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 Department 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)
 - Department must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this MOU and applicable state or federal law.
 - If Department expends federal awards in excess of \$750,000 in a fiscal year, Department 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 Board within 30 days of completion.
 - Department must save, protect and hold harmless Board from the cost of any audits or special
 investigations performed by the Secretary of State with respect to the funds expended under this
 MOU. Department acknowledges and agrees that any audit costs incurred by Department as a
 result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any

other agreement between Department and Board.

- System for Award Management. Department 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. Department 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 Board) the unique entity identifier required for SAM
 registration.
- Whistleblower Protection Act. Department must comply and ensure the compliance by subcontractors, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Department 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. Department must maintain records and financial documents for five
 years after all funds have been expended or returned to the Board. Board 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.
- Department must agree to provide or make available such records to the Board 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 Department'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 Department'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 Department 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.

Equipment and Other Capital Expenditures. Department 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 2 CFR Part 200.311, 200.313 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with 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:	
(ii) Subrecipient DUNS #:	
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	
(v) Subaward Period of Performance (Start & End Date):	
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal Award committed to Subrecipient by PTE	
(vii) Federal Award Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	
b) Pass-Through Entity,	
c) Contact info for awarding official:	
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	
b) Program Name:	
c) Is the award Research & Development? (Yes/No)	
d) Indirect Cost Rate for Federal award:	
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
3. Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award	

Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark N/A.

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).

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

0	rganization	Name:		CMS Number:	
Dic	l vour organ	ization h	ave a gross income, from all sou	rces of less than \$300,000 in vo	our previous tax year?
٥.,	□ Yes		estions "A" and "B" and finish the		our previous tax year.
	□ No		I to questions "A" and "B")	certification	
		(,		
A.	Did you org	ganization	ing % and Amount of Annual Gro (1) receive 80% or more of its and contracts during the preceding fis	nnual gross revenue <u>AND</u> (2) \$2	
	□ Yes		proceed to question "B".	scai yeai :	
			•	portification	
	□ No	II NO,	skip question "B" and finish the c	ertification.	
В.	Does the p business or periodic re	ublic have organiza ports filed	ing Public Access to Compensation about the access to information about the tion (including parent organization and a section 13(a) or 15(d) of 104 of the Internal Revenue Code	e compensation of the senior exc on, all branches, and all affiliates the Securities Exchange Act of 1	worldwide) through
	□ Yes	If "Yes",	where can this information be a	ccessed?	
	□No		you must provide the names and es below. (For example: <i>John Blu</i>	•	•
	1			\$	
	2			<u> </u>	
	3			\$	
	4				
	·			*	
	5				
	s the duly au	therized re	presentative (Signor) for the Organ	ization I horoby cortify that the st	atomonts made by me in
A	the duly dul		rtification form are true, complete o		
	Print Na	ame of Au	thorized Representative	Print Title of Authoriz	ed Representative
			horized Representative	Date	_

Exhibit D

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 CRF 229.402(c)(2).

Exhibit E

American Rescue Plan Act (ARPA) / Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

Capital Expenditure Justification Form

Purpose: To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

Capital Expenditures: Per the Uniform Guidance 2 CFR 200.1, the term "capital expenditures" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	Marion County - Public Works
Organization Contact Completing Form:	
Date:	
Project Name:	Donald-Fargo Wastewater Facility - Lagoon #5
Expenditure Category:	5.1 Clean Water: Centralized Wastewater Treatment
Type of Capital Expenditure ¹ :	
Specify "Other" Expenditure Type:	
Project Amount:	\$ 600,000
Project Threshold Per Table 1:	
CMS # (Marion County to Complete)	
, , , , , , , , , , , , , , , , , , , ,	
Black shaded cells DO NOT need to be	tilled out.
1 Describe the harm or need to be addre	essed.
2 Explanation of why a capital expenditu	ire is appropriate. (For example, recipients should include an explanation of why
existing equipment and facilities, or po	olicy changes or additional funding to pertinent programs or services, would be
inadequate.)	
3 Was there a comparison performed of	the approved capital project against at least two alternative capital
expenditures?	
YES	□ NO
a) If yes, please demonstrate why the	approved capital expenditure is superior.
b) If no, please explain why.	
Coronavirus State and Local Fiscal Recover	y Funds Project and Expenditures Report User Guide - Appendix H
	Marion County to complete this section
Grant Reviewer:	
Date Reviewed:	
Comments:	

Exhibit E

Table 1 (U.S. Treasury Final Rule, General Provisions: Other, b. Capital Expenditures)

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then		
Less than \$1 million	No Written Justification required	No Written Justification required		
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of		
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	regular reporting to Treasury		

EXHIBIT F ARPA/SLFRF REPORTING REQUIREMENTS FORM

A.1 Project and Expenditure Report

Department shall complete the Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Department no later than June 15, 2022. Once the Department's total project expenditures have been occurred and the project has completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

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 15, 2022	
2	2022	3	July 1 – September 30	October 15, 2022	
3	2022	4	October 1 – December 31	January 15, 2023	
4	2023	1	January 1 – March 31	April 15, 2023	
5	2023	2	April 1 – June 30	July 15, 2023	
6	2023	3	July 1 – September 30	October 15, 2023	
7	2023	4	October 1 – December 31	January 15, 2024	
8	2024	1	January 1 - March 31	April 15, 2024	
9	2024	2	April 1 – June 30	July 15, 2024	
10	2024	3	July 1 – September 30	October 31, 2024	
11	2024	4	October 1 – December 31	January 15, 2025	
12	2025	1	January 1 – March 31	April 15, 2025	
13	2025	2	April 1 – June 30	July 15, 2025	
14	2025	3	July 1 – September 30	October 15, 2025	
15	2025	4	October 1 – December 31	January 15, 2026	
16	2026	1	January 1 – March 31	April 15, 2026	
17	2026	2	April 1 – June 30	July 15, 2026	
18	2026	3	July 1 – September 30	October 15, 2026	
19	2026	4	October 1 – December 31	March 15, 2027	

A.2 Recovery Plan Performance Report

Department shall complete the Recovery Plan Performance Report. The Board and designee shall provide the Recovery Plan Performance Report template to the Department no later than June 15, 2022.

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

Report	Period Covered	Due Date
1	Award Date – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	March 15, 2027

- A.3 Federal Funding Accountability and Transparency Act Certification
 Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit
 D. Federal Funding Accountability and Transparency Act Certification as part of the contract.
- A.4 ARPA/SLFRF Capital Expenditure Justification Form
 Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E.
 ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

			Exhibit G - Mario	on County Disburs	sement Request				
	Recipient:							Project Number:	
Marion County	Project Name:							Date:	
OREGON	Funding Program: Assistance Listing (CFDA#):							Final Draw?	Yes No
	Reporting Period:		to						
		Marion County Funds (Ente	er Whole Dollars Only)		1 ,	Other / Matching Funds (Enter Whole Dollars On	lv)	All Funds
(A)	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Category	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tota	l \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certification: I certify that the data is c been already reimbursed by federal, st		quested is not in excess of o	current needs, nor has	For Marion County below.	Use Only: I have review	red this request and appro	ove payment to the abo	ve mentioned recipient i	in the amount(s) listed
				Dolla	ar Amount	Cos	ting	PO #	!
				\$	-			CMS #	!
Authorized Signature and Title		_	Date						
Authorized Signature and Title (if nece	ssary)	_	Date	Authorized Signatu	ure and Title				Date
Project Contact for Payment Notification	on	_	Phone Number	Authorized Signatu	ure 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).

Authorized Signature and Title

Date

Additional Information Required:

Email Address

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 reimbursement.

Questions about this form can also be directed to ARPArecovery@co.marion.or.us.

Marion County Disbursement Request Detail

Recipient:	Date:	1/0/1900
Project Name:	Project Number:	0
Funding Program:		

Date	Description	Personnel Services	Materials & Services	Equip or Capital Purchases	Administrative	Total
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
insert extra lines if r						-
	Total Disbursement Request	-	-	-	-	-