



Contract Review Sheet

BO-4584-22

Grant Agreement #: BO-4584-22 Amendment #: _____

Contact: Camber Schlag Department: Board of Commissioners

Phone #: (503) 566-3944 Date Sent: Wednesday, May 18, 2022

Title: ARPA - Water System Improvements

Contractor's Name: City of Sublimity

Term - Date From: Execution Expires: December 31, 2026

Contract Total: \$ 1,000,000.00 Amendment: \$ - New Total: \$ 1,000,000.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: RFA CMS # 1024

Description of Services or Grant Award

2021 Marion County ARPA Funds Grant Award for: City of Sublimity Water System Improvements.

Desired BOC Session Date: 6/8/2022 BOC Planning Date: 5/26/2022

Files submitted in CMS: 5/18/2022 Printed packet & copies due in Finance: 5/24/2022

BOC Session Presenter(s) Camber Schlag, Debbie Gregg, Chris Eppley

FOR FINANCE USE

Date Finance Received: 5/24/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444...
5/24/2022
Date

Finance - Contracts

DocuSigned by:
Carrie Graham
C56F30F42D03469...
5/26/2022
Date

Contract Specialist

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
5/25/2022
Date

Legal Counsel

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
5/26/2022
Date

Chief Administrative Officer



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 8, 2022

Department: Board of Commissioners Agenda Planning Date: May 26, 2022 Time required:

 Audio/Visual aids

Contact: Camber Schlag Phone: 503-566-3944

Department Head Signature:

DocuSigned by:

Jan Fritz

DC16351248DE4EC...

TITLE	Approval of the American Rescue Plan Act (ARPA) Subrecipient Agreements
Issue, Description & Background	In June 2021, Marion County received the federal ARPA Allocation of \$67M. Through a grant application process, the Board approved various eligible projects and awarded funds to cities located within the county.
Financial Impacts:	All projects are funded through the American Rescue Plan Act, Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund
Impacts to Department & External Agencies	Several cities are receiving funding to support critical programs and infrastructure.
Options for Consideration:	A) Individually approve the ARPA Agreements B) Individually decline the ARPA Agreements C) Take no action at this time
Recommendation:	Individually approve the Subrecipient Agreements
List of attachments:	City of Aumsville, Wastewater System City of St. Paul, Water System Improvements City of Donald, Water Drinking Wells City of Gates, Water System Improvements City of Hubbard, Water System Improvements City of Jefferson, Water Treatment Plant City of Mill City, Wastewater Improvements City of Mt. Angel, Marquam Wastewater Line Project City of Stayton, Ida Street Sanitary Pipe Project City of Sublimity, Water System Improvements City of Turner, Water Booster Pump Station City of Turner, Storm Drain Project City of Gervais, Wastewater Pump Station
Presenter:	Camber Schlag, Debbie Gregg and Chris Eppley



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

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
SUBRECIPIENT AGREEMENT
BO-4584-22**

*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 the **City of Sublimity**, a *unit of local government*, 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, units of local government may be impacted by the pandemic and receive ARPA/SLFRF assistance as a subrecipient, per U.S. Treasury 31 CFR Part 35; and
- C.** WHEREAS, the total SLFRF funds to the County, as published by the US Treasury, is \$67,559,569, may award funds to units of local government that meet ARPA/SLFRF eligibility requirements; and
- D.** WHEREAS, the Subrecipient, a unit of local government, submitted an application to the county for SLFRF relief funds to support 2022 Water System Improvements; and
- E.** WHEREAS, the County intends to allocate a portion of its SLFRF funds to assist cities within Marion County to make necessary investments in Infrastructure; in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and
- F.** WHEREAS, during a meeting on January 26, 2022, the Board of Commissioners approved the application from the Subrecipient; and
- G.** WHEREAS, as a 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)
- Exhibit F (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 December 31, 2026**. Subrecipients costs must be obligated by December 31, 2024 and must be expended by December 31, 2026.

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 **One Million Dollars** (\$1,000,000.00) (the “Grant”). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.
- b. Subrecipients may use ARPA/SLFRF funds for direct administrative costs for 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 contract or project management and personnel costs directly associated with complying with legal and reporting requirements. 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 the Subrecipient no later than June 15, 2022. 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 ARPArecovery@co.marion.or.us or.
 - 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 ARPArecovery@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. Beginning in December 2023, if fifty percent of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients or other County use.

iii. 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: Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number: 503-589-3290
E-Mail Address: ARPAREcovery@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 4247, 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 ARPA/SLFRF program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the ARPA/SLFRF program; and that 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 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 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 ARPA/SLFRF program-related matters; and
- 2) Perform on-site reviews of the subrecipient's 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 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's 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, D, E, 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 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

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. Subrecipients 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, 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: Jan Fritz
DC16351248DE4EC... 5/26/2022

Reviewed by Signature: Chief Administrative Officer  DocuSigned by: Jane E Vetto
D0CFC5B04B9F483... 5/25/2022

Reviewed by Signature: Marion County Legal Counsel  DocuSigned by: Camber Schlag
C5B2F3DF257F444... 5/24/2022

Marion County Contracts & Procurement Date

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

Organization Name: City of Sublimity

Project Title: 2022 Water System Improvements

ARPA Funding Category: _____

I. Organization Information

Legal Name of the Organization: * City of Sublimity

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

Employer Identification Number (EIN): * 93-0505088

DUNS Number: ** 182913819

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

Organization Street Address: * 245 NW Johnson St

City: Sublimity State: Oregon Zip Code: 97385

Organization Mailing Address: PO Box 146
(if different from street address)

City: Sublimity State: Oregon Zip Code: 97385

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

Applicant Name: * Alan Frost

Applicant Title: * Public Works Director

Applicant Mailing Address: PO Box 146
(if different from organization mailing address)

City: Sublimity State: Oregon Zip Code: 97385

Applicant Phone: * (503) 769-2860 Applicant E-mail: * alan.frost@cityofsublimity.org

Project Contact: Alan Frost
(If different from applicant)

Project Contact Phone: (503) 769-2860 Project Contact E-mail: alan.frost@cityofsublimity.org

Response required for application to be considered complete

1. Describe the organization that will manage the project and include the following:

- a. Total estimated project budget**
- b. Estimated start date and completion dates**
- c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.**

The project budget is \$1,617,000.00. Estimated start date would be July 1, 2022 with a projected completion date of July 31, 2023.

Project Team:

Name	Title	Employer	Overview of Role in Project
Alan Frost	Public Works Superintendent	City of Sublimity	Inspection and coordination of project
Myrna Harding	Finance/Office Manager	City of Sublimity	Finance contact
Edward Butts, PE	Principal Engineer	4B Engineering & Consulting, LLC	Engineering and design of project
Brooke Shattuck	Project Inspector	4B Engineering & Consulting, LLC	Client contact; Inspection and coordination of project

2. Describe the project need and the impact the project will have on the local community and Marion County.

Based on information in the 2020 Water System Master Plan, the City of Sublimity is projected to incur an approximate 67% increase of the city's population between 2021 and 2040. Due to the fact that the city is situated within a state defined critical groundwater limited area, optimization of available water storage is crucial to maintain the city's growth. Originally, the planned 750,000-gallon water storage reservoir was planned for the period between 2025-2030 and placed within the city, however, recent revelations have determined the existing Hobson-Whitney 500,000-gallon water storage reservoir is inadequate in reserve volume and structurally and functionally deteriorating at a more rapid pace than originally projected. The new reservoir planned at the Hobson-Whitney site will totally replace the existing water storage reservoir at this site, plus add 50% of additional volume that will provide the city with enhanced and additional gravity delivery. This is needed due to combined factors of the age and stability of the reservoir, inadequate storage, and loss of the internal protective coating needed to prevent corrosion and water quality issues. Additionally, the reservoir is not seismically compliant with current state seismic codes and is in need of structural reinforcement. This work was originally planned in Phase II of the Capital Improvement Plan, however, recent concerns regarding an impending 9+ seismic event underscore the need to accelerate this work to protect the only source of gravity supplied water to the city as the loss of the reservoir at this site would represent an extreme hardship to the city and potential health hazards to

water customers. The new reservoir will negate the need to seismically reinforce the existing reservoir, preserving the outlay originally planned for this work. This new reservoir will provide greater resilience and reliability to the city's water system. Finally, recent growth within the city has revealed isolated regions of the city that are marginal on delivery pressure. This project would relocate the reservoir originally planned within the city at the recently purchased Schumacher site to a higher elevation on the Hobson-Whitney site to replace the existing structurally inadequate reservoir and increase pressure within the city by approximately 8 psi. This will remediate the low-pressure concerns currently experienced within specific areas of the city.

The second improvement involves installation of a Supervisory Control and Data Acquisition (SCADA) control system to control the operation of all wells and booster pumps as well as regulate water levels within all city reservoirs. The city currently utilizes an antiquated, hardware system between the Hobson-Whitney reservoir. This existing control system provides minimal control over the city's pumps and is subject to frequent failure. It is also inadequate in capability of transmitting vital statistics of the water system. Implementation of this control system will provide more accurate and reliable operation of city wells and booster pumps based on predetermined water levels in water storage reservoirs which will enhance the system's operation and reduce overflow or excessive tank depletion events. This is not a departure or change from the water master plan, but rather, reestablishing priorities within the plan to address present inadequacies and inefficiencies.

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.

Project	Timeline	Task	Key Team Member	Task
Reservoir	July, 2022	Start of design & geotechnical work	Edward Butts, PE	Design of reservoir
Reservoir	August, 2022	Bid period and Award of Bid	Edward Butts, PE Alan Frost	Review of bids and award of contract
Reservoir	September, 2022	Contract Administration	Myrna Harding Brooke Shattuck	Preparation of contract for contractor, Preparation of BOLI information for start of project
Reservoir	September, 2022	Break ground and order reservoir	Alan Frost Brooke Shattuck	Project submittals, supervision, and inspection

Reservoir	September, 2022- June, 2023	Reservoir construction period	Alan Frost Brooke Shattuck	Project supervision and inspection
Reservoir	September, 2022- June, 2023	Reservoir construction period	Myrna Harding Brooke Shattuck	Prepare monthly BOLI paperwork, review of weekly BOLI timesheets from contractor, Review of monthly progress payment requests
Reservoir	July, 2023	Reservoir completion	Alan Frost Brooke Shattuck	Final walkthrough of reservoir, testing of dome and reservoir construction; Oversee pressure testing, disinfection, and flushing of waterlines

Project	Timeline	Task	Key Team Member	Task
SCADA	July, 2022	Start of design	Edward Butts, PE	Design of SCADA system
SCADA	July, 2022- September, 2022	Radio survey and FCC frequency allocation and licensing	Edward Butts, PE	Supervision of work
SCADA	October, 2022	Bid period and Award of bid	Edward Butts, PE Alan Frost	Review of bids and award of contract
SCADA	November, 2022- December, 2022	Preparation of design drawings and submittals	Edward Butts, PE	Review of submittals and drawings

SCADA	January, 2023- March, 2023	Procurement of equipment and fabrication of panels and wires in vendor's shop	Edward Butts, PE	Supervision of work
SCADA	January, 2023- July, 2023	Contract Administration	Myrna Harding Brooke Shattuck	Prepare monthly BOLI paperwork, review of weekly BOLI timesheets from contractor, Review of monthly progress payment requests
SCADA	March, 2023- July, 2023	Field installation of equipment and wiring	Edward Butts, PE	Supervision of work
SCADA	July, 2023	Startup and testing	Edward Butts, PE	Supervision of work

- 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.**

This project meets the requirement, because it “Invests in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.” The project includes a new 750,000-gallon water storage reservoir and new SCADA system for the City of Sublimity to reinforce the resilience of the existing water system.

- 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.**

Both projects are included in the 2020 Water Master Plan. The project has been redistributed to meet recent revelations of seismic exposure to the reservoir and need to

enhance the current level of water system control. Both projects were included in the water master plan but are being accelerated to comply with current population growth and to improve and enhance water system control.

The following are excerpts from the 2020 City of Sublimity Water System Master Plan:

Chapter 3 **Population and Land Use**

Introduction and Background

An estimate of the City's projected population growth is necessary to plan for future water sources, storage facilities, and distribution system upgrades. The first step in projecting the growth rate for Sublimity is by examining the population projections for Marion County and the State of Oregon. Table 3-1 summarizes past and projected populations for both Marion County and the State of Oregon. This data was obtained from the U.S. Census Bureau, State of Oregon, and Portland State University's Center for Population Research.

Table 3-1
Oregon and Marion County Population Data

	Marion County, Oregon	State of Oregon
2000 Population	284,838	3,421,436
2010 Population	315,335	3,837,300
2019 Population	347,760	4,236,400
% Change, 2000-2010	10.70% (1.02%/Year)	12.15% (1.10%/Year)
% Change, 2010-2019	10.28% (1.09%/Year)	10.4% (1.15%/Year)
Projected Population, 2040	459,687	5,425,408
Projected Rise: 2019-2040	32.18% (1.33%/yr.)	28.06% (1.18%/yr.)

Table 3-2
Marion County Historical Population and Future Projections

Year	Marion County, Oregon	Percentage of Increase
1999 (Actual)	275,250	20.46% (from 1990)
2000 (Actual)	284,838	3.48%
2010 (Actual)	315,335	10.7% (1.07%/year)
2015 (Actual)	329,770	4.58% (0.90%/year)
2019 (Actual)	347,760	5.45% (1.33%/year)
2020 (Forecast)	351,550	1.09%
2025 (Forecast)	375,929	1.35%/year
2030 (Forecast)	401,999	1.35%/year
2035 (Forecast)	429,876	1.35%/year
2040 (Forecast)	459,687	1.35%/year

Population Increase Projection

The projected population growth of Marion County for the period 2010-2019 represents a net gain of 32,425 people. This is equivalent to a 1.09% annual increase in county population. During the period from 2010 to 2019, the City of Sublimity grew at an average rate of 1.11% per year. The County's projected growth rate for the period between 2020 to 2040 is projected to be slightly higher than recent historical values due to conversion of farmland to residential development and growth from the expected influx of new citizens from out of state or instate relocation. This 20-year period is forecast at 1.33% per year, or an overall growth of 32%.

Potential limitations of growth within the City of Sublimity that could reduce the population increase rate include limitations in the available water supply, the present sewerage collection and/or treatment system, and the lack of adequate developable land within the urban growth boundary. It appears that the City has a considerable amount of potentially developable land along with an ample water supply following the recent acquisitions and transfers of two agricultural water rights. In fact, it is estimated that the current water system could serve a population of up to 4,000 people with the existing permitted groundwater sources alone based on present maximum day water consumption.

The estimated population at the end of this study period (Year 2040) is projected at 5,160, with the majority of this growth assumed to occur between Years 2025 to 2035. A higher growth rate for Sublimity versus that of Marion County is felt to be justifiable since Sublimity is currently experiencing rapid growth, as formerly productive farmland is

currently being developed for residential homes, with additional fallow acreage within the urban growth boundary slated for future development. In addition, the Santiam region is becoming an attractive bedroom community with short transit times for people working in and around Salem. This will undoubtedly raise interest in homebuying and construction in the Stayton-Sublimity region. Therefore, using this rationale, the growth rate for this study has been established at an average rate between 2020 to 2040 of 2.58% per year, this equates to a projected increase of 2,060 residents (66.4%). The slightly greater percentage of population growth projected between 2020-2030 (3.05% yearly average) is due to the presence of verifiable current residential growth. This is expected to slow to a 2.1% growth rate in the last 10 years of the study due to the progressive loss of developable land.

Table 3-3
City of Sublimity Projected Population

Year	Population	% Increase/Year	Residential Units
2010 (Actual)	2,687	N/A	840
2015 (Actual)	2,755	0.50%	864
2016 (Actual)	2,755	N/A	864
2017 (Actual)	2,755	N/A	864
2018 (Actual)	2,890	4.90%	906
2019 (PSU Estimate)	2,970	2.77%	931
2020 (Estimate)	3,100	4.37%	972
2025 (Projected)	3,648	3.30%	1,160
2030 (Projected)	4,188	2.80%	1,329
2035 (Projected)	4,728	2.45%	1,500
2040 (Projected)	5,160	1.76%	1,625
2020-2040 Growth	+2,060	2.58%/year (avg.)	+653

Residential units were calculated based on 2.85 persons per household within the total City population and included the projected Marian Estates population.

It should also be noted that Marian Estates, an elderly assisted living institution, currently has a permanent population of 313 persons. From information provided by the City, the population of Marian Estates is projected to increase to a maximum of 530 persons by 2040, a rate of 2.66%/year. These are included in the overall projected population figures presented in Table 3-3.

Table 3-4
Marian Estates: 2019 Population Breakdown and 2040 Projection

<u>Building</u>	<u>2019 Population</u>	<u>Total Population at 2040</u>
Reece	61	215
Elliott	47	50
McKillop	55	100
Sloper	150	165
TOTAL	313	530

Designated Land Uses

Information obtained from the Mid-Willamette Council of Governments indicates that the City of Sublimity has five designated land use categories within the city limits. These categories, shown on the zoning map on Figure 3-1, are:

1. Residential Single Family
2. Residential Multi-Family
3. Commercial
4. Industrial
5. Public/Semi-Public

Most of the land within the city that is available for development is designated as Residential Single family. Most of the growth is assumed to occur from residential influx with a smaller percentage of industrial/commercial growth.

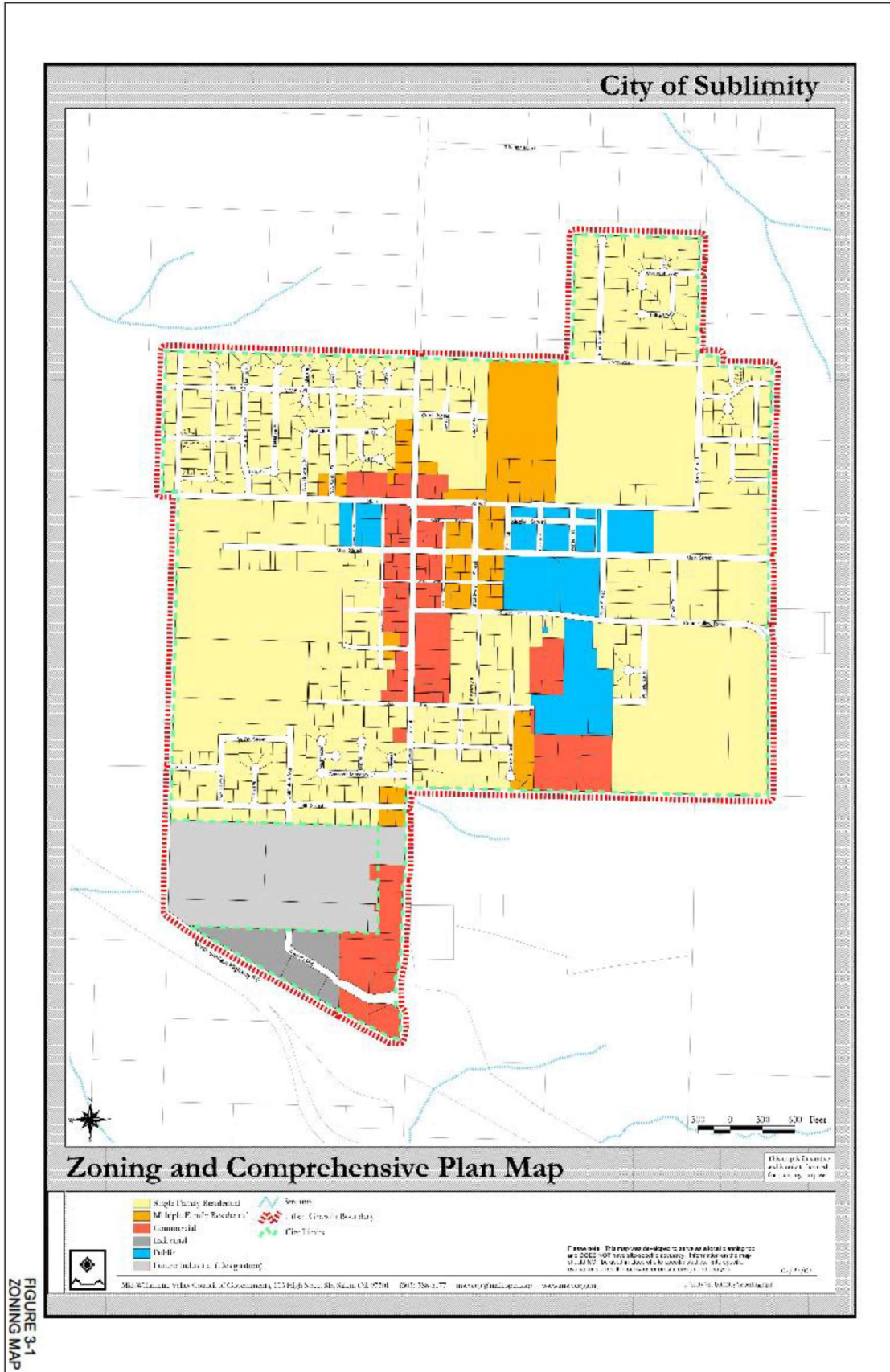


FIGURE 3-1
ZONING MAP

Chapter 7 Water Storage Requirements

Background

Water storage is provided for several reasons:

1. To equalize the variation between the source supply inflow and water system demands for the daily flow variations during average and maximum day and peak hour demands.
2. To provide emergency and/or reserve water supply during maximum day demands as well as for possible pipeline breaks, mechanical or well/pump failures, and power outages.
3. To provide sufficient water for fire protection requirements.

In the determination of the required storage volume, several factors must be individually evaluated. Among these are: operational storage (daily fluctuations in demand), required volume of dedicated fire protection storage, reserve and emergency water storage, and source reliability.

Water Requirements

Storage water requirements are based on the water requirements through the study period. The water demand forecast is presented in Table 7-1 for Years 2019-2040:

Table 7-1
Water Demand Forecasts
For Years: 2020, 2025, 2030, 2035, and 2040

	2020	2025	2030	2035	2040
Design Population	3,100	3,648	4,188	4,728	5,160
Average Daily Demand (gal.)	443,300	510,720	586,320	661,920	722,400
Average Daily Demand During Maximum Month (gal.)	985,800	1,167,360	1,340,160	1,512,960	1,651,200
Maximum Day Demand (gal.)	1,537,400	1,751,040	2,010,240	2,269,440	2,476,800

Operational Storage

Operational (equalizing) water storage provides a measure of reserve water to compensate for typical high and low variations in system demand that occur within one day of normal operation. This storage is used to allow the sources to pump at a reasonably continuous rate regardless of system demand with booster pumps or gravity supply providing the differential of flow. Given the fact that Sublimity's water system consists of mostly residential, institutional (Marian Estates), and light commercial demands, a factor of 25% of an average summer day of water usage will be used for

operational storage. This value is commonly used for systems of this type and size, but generally consists of the average day demand.

Fire Protection Storage

The City of Sublimity is located within the Sublimity Rural Fire Protection District for fire protection and is served from the main station located adjacent to City Hall on Parker Street. The City currently has a Class 3 fire protection rating as determined by the Insurance Services Office (ISO). The required fire flow for fire protection is based on the ISO standard formula as follows:

$$\text{Required fire flow (GPM)} = 1020 \times \sqrt{P} (1-.01\sqrt{P})$$

Where: P = Population (in thousands)

The storage requirement for fire protection is the amount of water delivered continuously over a period of two to twelve hours. For a city with the projected population, construction density, and possible exposure of the Grade School and Marian Estates, a duration of four (4) hours or 240 minutes, is warranted. Although fire flows are technically lower during the early years of the study period, in order to provide adequate protection for multiple residential fires, commercial/industrial sites, the wood-framed grade school, and/or a major conflagration potential at Marian Estates, the highest required fire flow rate determined by ISO in 2018, 3,000 GPM, will be used as the design fire flow goal for critical areas. The grade school, church, Marian Estates, and downtown businesses comprise the main group of structures in Sublimity that will require a large volume of water for firefighting. It will be the goal of this plan to improve the water system to obtain flows of this magnitude at these locations and improve the available fire flow and duration at all locations within the City. Table 7-2 summarizes the present and future fire flow and storage requirements.

Table 7-2
City of Sublimity
Required Flow and Storage for Fire Protection

Year	Design Population	Calculated ISO Fire Flow (GPM)	Design Fire Flow (GPM)	Duration (minutes)	Required Storage Volume (gallons)
2019	3,000	1,736 GPM	3,000 GPM	240 Mins.	720,000 gallons
2020	3,108	1,765 GPM	3,000 GPM	240 Mins.	720,000 gallons
2025	3,648	1,911 GPM	3,000 GPM	240 Mins.	720,000 gallons
2030	4,188	2,045 GPM	3,000 GPM	240 Mins.	720,000 gallons
2035	4,728	2,170 GPM	3,000 GPM	240 Mins.	720,000 gallons
2040	5,160	2,265 GPM	3,000 GPM	240 Mins.	720,000 gallons

Reserve and Emergency Storage

This requirement is dependent on several factors which include source reliability (including well and pumping facilities), electric power reliability, pipeline integrity, and available standby facilities.

The well sites are served by two independent electric power utilities. Wells #1, 2, and 3 are served by Pacific Power and Light (PP&L) and Well #4 is served by Consumers Power. It is unlikely that both utility power sources would be affected by a simultaneous utility power outage. Currently, the wells served by each power utility produce approximately 40%-60% of the total well field production. This, along with the available gravity storage, will provide ample water supply during a short term or isolated power outage event. Also, during the first phase of capital improvements, it is anticipated that the City will purchase a generator capable of operating the Church Street well and booster pump site or Well #5 and the future Schumacher booster pump station during a sustained outage. Another factor is the distribution of flow between the wells and location of water storage. The yield from the wells is fairly equally distributed and failure of one well, by itself, will not appreciably compromise the total source production on a typical day as most of the well sites could normally be repaired in one to two days. The present location of gravity water storage and the distance to the City also raises a concern. The existing 12" pipeline between the City and the Hobson-Whitney Reservoir site creates a quasi-flow "bottleneck" between the two points. The head loss from the 12" pipeline generates an inherent higher loss of pressure to the City at flows exceeding 1,200 GPM. This would require the addition of more storage at a higher elevation at Hobson-Whitney and/or a larger transmission pipeline to negate this impact, a substantial investment for only fire flow and peak demands. The alternative to this scenario is the placement of ground level water storage and booster pumping in the City at the Schumacher site that already exists at the Church Street site, the selected option. This alternative can provide more than 3,000 GPM of fire flow to locations within the City. The remaining consideration unique to Sublimity is with future planning. Normally, water system planning is conducted by ensuring the combined yield from the sources will satisfy the maximum day demands. This usually entails adding more source capacity as the system demands increase, however, due to the moratoriums imposed by virtue of being located within a Groundwater Limited Area, the likelihood of obtaining additional new water rights is low. Thus, to optimize the available source capacity versus expected population growth and the unlikely addition of new water rights, water storage planning has been conducted assuming the sources are capable of meeting the maximum day demands through 2030. After 2030, the projected population increase is expected to outpace the available source capacity for the associated maximum day demand. Since maximum day demands typically occur for only one to three days per year, the differential between a maximum day demand and an average day demand during a year's maximum month of 320 GPCD, usually occurring in July or August, will be used for planning. This demand is 6.67% higher than the average value for Years 2016-2019 and when combined with the limitations of 21 hours per day of well operation equals an approximate reserve of 20%. This demand will be assumed to occur over two consecutive days with an additional volume equivalent to three-quarters (3/4) of a maximum day demand remaining as reserve storage. The planned water storage volume matches the maximum day demand anticipated during the incremental study year. Fire protection will always be kept in reserve beyond these figures, however, a part or all operational storage may be needed during several days of consecutive maximum day demands between Years 2030 to 2040 or until the second Schumacher reservoir is added. The proposed addition schedule of Schumacher Reservoir #2 has been planned to provide the City with the needed flexibility of delaying or accelerating its construction to coincide with actual economic conditions, population

growth, actual need, and other conditions present at the time. These observations lead to the decision to select a reserve emergency storage volume of 1.5x (150%) of the difference between maximum day demand and an average day during the maximum month for Years 2020-2030 as reserve and emergency water and 2.75x (275%) of this same ratio for the final 10 years as functional storage during the maximum day events. To prevent stagnant water conditions, water will be rotated from both City reservoirs and pumped to the Hobson-Whitney Reservoir to provide adequate turnover in each reservoir and operation of all wells on a routine basis.

Table 7-3
Required Water Storage: Years 2019 through 2040

	2019	2020	2025	2030	2035	2040
Operational Storage (gal.) (25% of Avg. Summer Day)	193,000	201,500	235,820	272,220	311,220	335,400
Fire Reserve Storage* (gal.)	720,000	720,000	720,000	720,000	720,000	720,000
Reserve/Emergency Storage: 2020-2025: 1.5 x Max. Day (-) Avg. Day Demand during the Maximum Month (gal.) 2030-2040: 2.75 x Max. Day (-) Avg. Day Demand during the Maximum Month (gal.)	797,133	827,400	875,520	1,842,720	2,080,320	2,270,400
Total Required Storage (gal.)	1,710,133	1,748,900	1,831,340	2,834,940	3,111,540	3,325,800
Less Available Storage** (gal.) (See Table 7-4)	2,000,000	2,000,000	2,000,000	2,750,000	2,750,000	3,500,000
Total Deficit (-)/Surplus (+) (gal.)	(+)289,867	(+)251,100	(+)168,660	(-)84,940	(-)361,540	(+)174,200

* Fire reserve storage determined by multiplying 3,000 GPM fire flow x a duration of 4 hours (240 minutes).

** Gross water storage after addition of proposed water storage at incremental year of study period

Proposed Water Storage Addition Schedule

As previously stated, the City is encouraged to budget the necessary funding to construct the first 750,000-gallon reservoir and booster station facility on the Schumacher Well #5 site as soon as possible, but no later than 2030. The proposed schedule for water storage addition is presented in Table 7-4.

Table 7-4
Proposed Water Storage Addition Schedule (in gallons)

Site	2019	2020	2025	2030	2035	2040
Hobson-Whitney Reservoir Site	500,000g	500,000g	500,000g	500,000g	500,000g	500,000g
Church Street Reservoir Site	1,500,000g	1,500,000g	1,500,000g	1,500,000g	1,500,000g	1,500,000g
Schumacher #1 750,000 gallons	-----	-----	-----	750,000g	750,000g	750,000g
Schumacher #2 750,000 gallons	-----	-----	-----	-----	-----	750,000g
TOTAL	2,000,000g	2,000,000g	2,000,000g	2,750,000g	2,750,000g	3,500,000g

Chapter 9 **Related Issues**

Telemetry and Control System

Currently, all wells, except Well #3, are controlled by the water level in the Hobson-Whitney 500,000-gallon reservoir. These well sites communicate with the reservoir site through telephone lines from the Church Street Reservoir/pump station. Well #3 is controlled locally from the Church Street Reservoir. The system is equipped with an autodialer that notifies City personnel of power outage, low water level, and high-water level conditions at the Hobson-Whitney site.

The Capital Improvement Plan includes an update to a full radio communication-based telemetry and control (SCADA) system that communicates and reports to a central site, most likely, the City shops. This system will report the following: reservoir levels, well levels, pumping rates, pump status, system pressure, and site power outages. This system will also allow the operator to manually operate individual wells from the shop as well as provide automatic and rotational control over all well sites using either system pressure or reservoir level as the operating parameter. Water from each reservoir will be rotated on a regular basis using the onsite booster pumps to avoid stagnant water conditions.

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.

The City of Sublimity was the recipient of the ARPA grant funds and is managing the distribution of \$643,000 from HB 5006 to support water infrastructure. The city is working with multiple engineers, Westech Engineering and 4B Engineering to maintain and upgrade the city's water system to keep up with the demand of the housing needs in our fast-growing city. The city will utilize the engineers to assist with the required reporting for these grants. Both firms have been involved with Federal grants currently and in the past.

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

The City of Sublimity has contracted with Edward Butts with 4B Engineering & Consulting, LLC, formally of Stettler Company. Edward Butts has served as the city's water engineer since 1995. He authored the city's water master plan in 1997 and the most recent in 2020. He was also responsible for the design of Well Pump Station Number 2, Well Pump Station Number 3, Church Street Booster Pump Station and Reservoir, and Well Pump Station Number 4.

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

The project has no direct operations funding required for the reservoir. Operation of the SCADA system will actually lower the water system operator's involvement on a day-to-day basis by providing automated control and routine data collection.

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.

Our direct allocation from APRA funds of \$643,627.18.00 will go towards needed water infrastructure projects listed in our Capital Improvement Plan and Water Master Plan. The city has coordinated with our regional solutions team at the MWVCOG to help identify any additional grant opportunities as well as coordinating with our congressional delegation. We stay in touch with Senator's Merkley's office to help support the need for a national infrastructure bill and our hope is when this bill is finally available the rules will allow additional grant funds. Should grants prove to be unavailable the city will be forced to acquire loans to complete the project using the available resources that would include Business Oregon and USDA Rural Development.

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.

We hope that we will be able to receive grant funds along with any loans needed to complete the project. ARPA funds decrease the amount of money we will have to take out a loan for, therefore decreasing the amount we will need to increase our resident's utility bill.

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

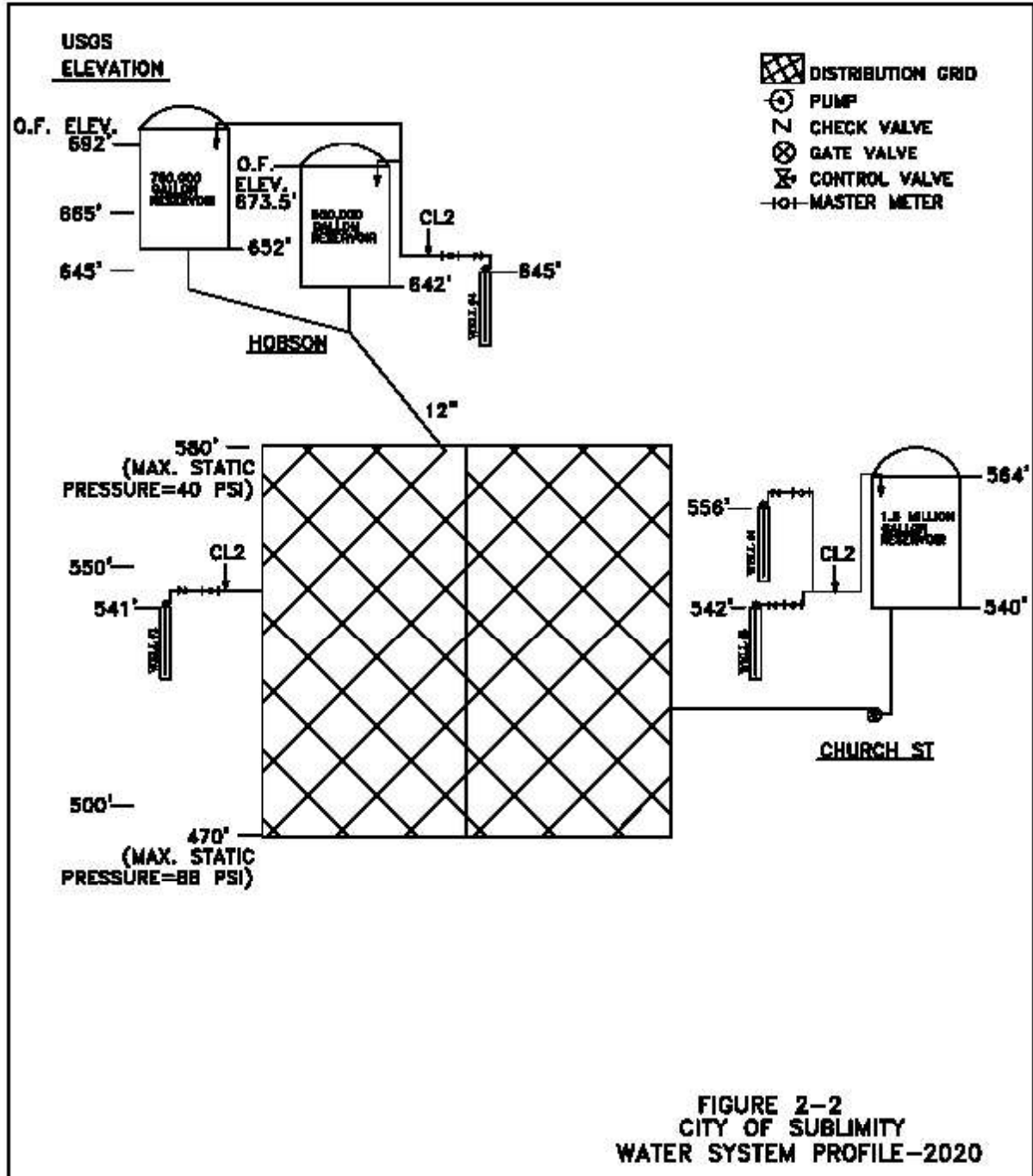
The City of Sublimity will have to fall back on water rates from the water fund, System Development Charges (SDC), and a source of governmental funding or borrowing.

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.

As both projects were outlined in the 2020 Water System Master Plan as priority items they were previously planned, and cost estimated. The original delay to Phase II of the Capital Improvement Plan (CIP) was not necessarily based on the priority and need of the specific improvement but was pushed into Phase II to allow the city opportunity and

time to secure the funding needed. The acceleration of these two improvements is the result of observation seen since the completion of the water master plan.

13. Provide any additional information related to the project.



CITY OF SUBLIMITY
 2022 WATER SYSTEM IMPROVEMENTS
 PRELIMINARY SITE PLAN

PREPARED FOR:
 CITY OF SUBLIMITY

DESIGNED BY:
 MICHAEL P. BERRY, P.E.

DRAWING
 MISC SYSTEMS

DATE:
 FEBRUARY 24, 2022

DRAWN BY:
 J. BERRY

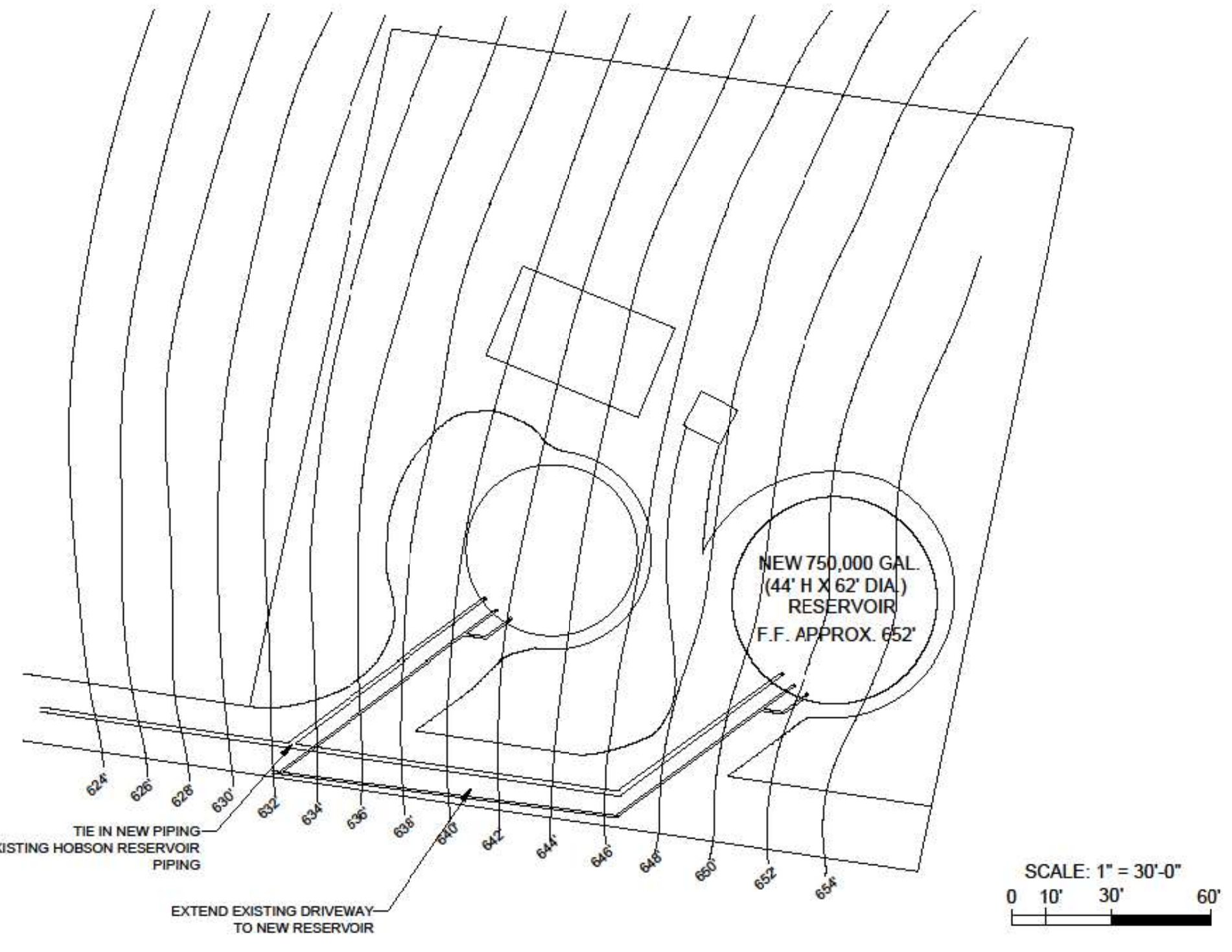
SCALE:
 AS SHOWN

REVIEWED BY:

No.	Date	By

SHEET

1



CITY OF SUBLIMITY
 2022 WATER SYSTEM IMPROVEMENTS
 PRELIMINARY RESERVOIR PROFILE

PREPARED FOR:
 CITY OF SUBLIMITY

DESIGNER:
 ROBERT A. BARTY, P.E.

DRAWING
 MISC. SYSTEMS

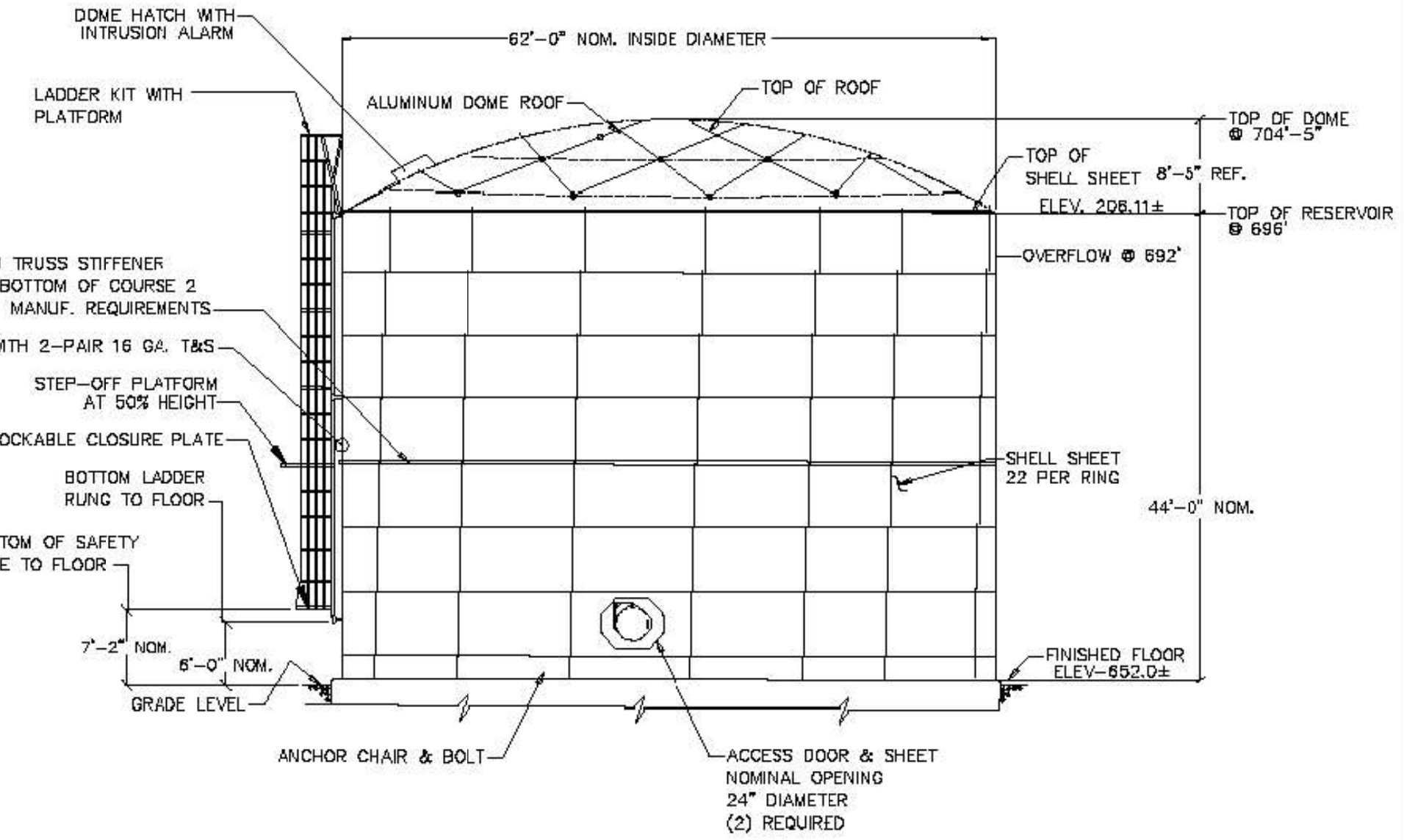
DATE:
 NOVEMBER 26, 2022

DRAWING NO.

SCALE:
 AS SHOWN

REVISIONS

No.	Date	By



PRELIMINARY RESERVOIR PROFILE
 1" = 10' 0"

Attachment 1. Attestation Form

APPLICANT NAME: City of Sublimity
 ADDRESS: PO Box 146 Sublimity OR 97385
 TELEPHONE NUMBER: 503 769-5475 EMAIL: Information@cityofsublimity.org WEB SITE: www.cityofsublimity.org
 TAXPAYER ID NUMBER: 93.0505088 DATE/STATE OF INCORPORATION: 1/1903
 BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

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: James F. Kingsbury

Print Name: James F. Kingsbury

Title: Mayor, City of Sublimity

Contact Person (Type or Print): Alan Frost

Telephone Number: 503 769-2860

Email: alan.frost@cityofsublimity.org

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.

4B Engineering & Consulting, LLC

4454 71st Ave. SE

Salem Oregon 97317

Phone: 503-881-7100---503-580-8152

E-Mails: brooke.4b@outlook.com---epbpe@juno.com

Ms. Camber Schlag, CPPB
Contracts and Procurement Manager
Marion County Oregon
Salem, OR
via e-mail: cschlag@co.marion.or.us

February 9, 2022

RE: Sublimity Water System Improvements-ARPA Funding

Dear Ms. Schlag,

Alan Frost, Public Works Director for the City of Sublimity, has forwarded to me a letter he received from you and requested I respond with an updated budget and how the ARPA funds will benefit the City.

Attached please find the updated project budget. This budget is actually lower in total cost than originally estimated and reflects the projected cost of two (2) specific improvements:

- 1) Replacement of the existing 500,000 gallon reservoir with a new 750,000 gallon reservoir
- 2) Installation of a new telemetry system to enable remote control of all well and reservoir sites.

The City intends to fund the balance of the project not funded by the \$1,000,000 ARPA grant through the use of accumulated Systems Development Charges (SDCs) and other funds (i.e., "local" funds) that have been allocated to the water system. These funds are available and will be used to offset the project costs not funded by the ARPA grant. These two improvements represent important steps in protection of the water system's delivery capability, increase the system's efficiency, reliability, and resilience, and provide an enhanced and more reliable method of controlling water system assets. Use of the ARPA grant, along with the City's local contribution, will allow the City to complete these two very critical infrastructure improvements as elements of their recently completed Master Plan Capital Improvement Plan.

I trust I have provided you with the additional information you need, however, if not, please do not hesitate to let me know if I can be of further assistance. Thank you for your consideration in this matter.

Respectfully,
(s) Edward Butts
Edward P. Butts, PE

CC: Alan Frost, City of Sublimity
Myrna Harding, City of Sublimity

CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	
Engineering	External	\$ 165,300.00	\$ 8,700.00	Local	\$ 174,000.00
Geotechnical Testing	External	\$ 10,000.00	\$ 10,000.00	Local	\$ 20,000.00
Special Inspections	External	\$ 13,000.00			\$ 13,000.00
Site Work & Footing	External	\$ 46,700.00	\$ 98,300.00	Local	\$ 145,000.00
Extension of roadway to site	External	\$ 50,000.00			\$ 50,000.00
Steel Reservoir (44' height)	External	\$ 500,000.00	\$ 475,000.00	Local	\$ 975,000.00
Piping	External	\$ 46,000.00			\$ 46,000.00
Telemetry Upgrade (SCADA)	External	\$ 173,000.00			\$ 173,000.00
					\$ -
TOTALS:		\$1,000,000	\$596,000		\$ 1,596,000.00

Total Project Budget	\$1,596,000
ARPA Funds Requested	\$ 1,000,000.00
Other Funds	\$ 596,000.00
Cash	\$ -
Debt	\$ -
Donation	\$ -
Local	\$ 596,000.00
Other Federal	\$ -
State	\$ -
Total Project Budget	\$ 1,596,000.00
Categories	
Administrative	\$ -
Reservoir	\$ 975,000.00
Materials and Services	\$ 414,000.00
Engineering, Testing, and Inspection	\$ 207,000.00
Total Project Budget	\$ 1,596,000.00
Internal	\$ 596,000.00
External	\$ 1,000,000.00

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 \$150,000, which is the inflation adjusted amount determined by the Civilian Control 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:	Sublimity
(ii) Unique Entity ID #:	ZC7CQ87XD6D8
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	3/11/2021
(v) Subaward Period of Performance (Start & End Date):	3/3/21 - 12/31/26
(vi) Amount of Federal Funds Obligated by this Agreement:	
(vii) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$1,000,000
(viii) Total Amount of Federal Award committed to Subrecipient by PTE:	\$1,000,000
(ix) Federal Award Project Description:	5-Water, Sewer, and Broadband Infrastructure
(x) Identify the following:	
a) Federal awarding agency	U.S. Treasury
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Jan Fritz, CAO
(xi) Identify Program Information	
a) Assistance Listing #:	21.027
b) Program Name:	Coronavirus State and Local Fiscal Recovery Funds
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	None
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	N/A
3. Additional Requirements or Comments (if any)	
Monitoring Requirements are included in Section 15 of this agreement.	
<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>	

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:	City of Sublimity	CMS Number:	BO-4584-22
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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).

**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:	City of Sublimity
Organization Contact Completing Form:	
Date:	
Project Name:	Water System Improvements
Expenditure Category:	5.11 Drinking water: Transmission & Distribution
Type of Capital Expenditure ¹ :	
Specify "Other" Expenditure Type:	
Project Amount:	\$ 1,000,000
Project Threshold Per Table 1:	\$1M to < \$10M
CMS # (Marion County to Complete)	4584

Black shaded cells DO NOT need to be filled out.

1 Describe the harm or need to be addressed.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy 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.

¹ Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

Marion County to complete this section

Grant Reviewer:

Date Reviewed:

Comments:

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 regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of 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 - Marion County Disbursement Request

	Recipient: _____	Project Number: _____
	Project Name: _____	Date: _____
	Funding Program: _____	Final Draw? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Assistance Listing (CFDA#): _____	

Reporting Period: _____	to	_____
--------------------------------	----	-------

(A)	Marion County Funds (Enter Whole Dollars Only)				Other / Matching Funds (Enter Whole Dollars Only)				All Funds
	(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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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.

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

