Contract Review Sheet

Intergovernmental Agreement **CS-7293-26**

Title: **Detroit Marinas Archaeological Services**

Contractor's Name: **University of Oregon**

Department: **Community and Economic Development Departi** Contact: **Krista Ulm**

Analyst: **Kathleen George** Phone #: **(503) 373-4447**

Term - Date From: **November 16, 2026** Expires: **September 30, 2027**

Original Contract Amount: **$ 187,241.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 187,241.00** Amd% **0%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

Detroit Marinas Archaeological Services

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **11/11/2026**

Agenda Planning Date **~~11/19/2026~~** Printed packets due in Finance: **11/17/2026**

Management Update **11/3/2026** BOC upload / Board Session email: **11/18/2026**

BOC Session Presenter(s) Chip Bury Code: **Y**

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 4, 2026

Department: Community and Economic Development

Title: Detroit Marinas Excavation Project Archaeological Services Agreement

Management Update/Work Session Date: November 3, 2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Consider approval of an inter governmental agreement with the University of Oregon to provide $187,241 over the next year for archaeological field investigation, analysis, and reporting required to support the Detroit Lake Marinas Excavation Project.

Issue, Description & Background:
The Detroit Lake Marinas Excavation Project consists of the proposed excavation of approximately 144,000 cubic yards of accumulated sediment from beneath Detroit Lake Marina and Kane's Marina.

The University of Oregon Museum of Natural and Cultural History scope covers the archaeological field investigation, analysis, and reporting required to support the Detroit Lake Marinas Excavation Project. The University will analyze the findings, prepare a determination of eligibility and recommendations for any additional work or effect documentation, and submit a report meeting Tribal and State Historic Preservation Office standards.

Financial Impacts:
The total cost of the scope is $187,241 funded from two sources: American Rescue Plan Act ($135,000), Opal Creek Construction Funds ($50,387); and the contract total includes one percent Contingency ($1,854).

Impacts to Department & External Agencies:
The approval of this agreement will provide funding to support the implementation of Detroit Lake Marinas Excavation Project.

List of attachments:
Agreement CS-7293-26

Presenter:
Chip Bury

Department Head Signature:
Kelli Wurse

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-7293-26

Date: October 27, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Krista Ulm

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with University of Oregon (UofO) for the ARPA Detroit Marinas Archaeological Services with a value of $187,241.00 and will be effective retroactive to 11/16/2026 upon approval.

A. BACKGROUND
The excavation project for Detroit Lake Marina and Kane's Marina was halted pending an archaeological analysis which was not initially required. Since this is a grant funded project through ARPA and must be expended by 12/31/26, we immediately reached out to the UofO Museum of Natural and Cultural History to negotiate the project summary, timeline and cost. Marion County Business Services has an on-call archaeological contract with UofO (BS-5706-23) and a Work Order Authorization was signed 8/27/26 to allow initial phases of the work to begin while getting a full scope contract drafted and executed.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:
See Background.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:
The delay was beyond our control since an archaeology study was not required by the Army Corps of Engineers (ACE) when this project was started a few years ago.

Submitted by:

_____
Krista Ulm
Department

Reviewed by:

_____
Contracts & Procurement

Acknowledged by:

_____
Department Head

Acknowledged by:

_____
Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and UNIVERSITY OF OREGON
CS-7293-26

1. PARTIES TO AGREEMENT

This Agreement between University of Oregon Museum of Natural and Cultural History, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide County with archaeological services at Detroit Lake for the Detroit Lake Marinas Excavation Project.

2.1 All archaeological work will meet standards established by the Oregon State Historic Preservation Office and will be directed by the Agency.

2.2 Agency is required to meet the professional qualifications of the secretary of Interior's Standards and Guidelines in Archaeology and Historic Preservation and conduct all work in compliance with state law that addresses archaeological resources on public lands (ORS 358.653).

2.3 Permitting and consultation tasks began in August 2026 as authorized under an existing Intergovernmental Agreement No. BS-5706-23 between County and Agency. An Archaeological Resource Protection Act (ARPA) permit application was submitted to the United States Army Corp of Engineers (USACE) on September 11, 2026.

2.4 The work required under this Agreement is associated with the archaeological field investigation and reporting.

2.5 Services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of November 16, 2026 through September 30, 2027 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 calendar days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

3.4.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

3.4.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

3.4.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

3.4.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

3.4.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within fourteen (14) days of the Agency's receipt of the written notice of breach or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this Agreement shall not exceed $187,241.00. Agency shall receive $135,000.00 upon execution of this Agreement and receipt of an invoice. The remaining allowable amount will be paid following project completion. Any advance payment exceeding documented allowable costs shall be returned to County.

4.2 Requests for payment shall be submitted to the County to the attention of: Community and Economic Development Department at the following address: PO Box 14500, Ste 3231 Salem, OR 97301 or via email to CSReporting@co.marion.or.us. Final invoices are due no later than 30 days after project completion.

4.3 If specified below, county's payments to Agency under this Agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Agency certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal

government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations. See Exhibit B.

In accordance with 2 CFR 200.331, Agency has been designated:
☐ Subrecipient
☒ Contractor/Vendor
☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) of federal funds: 21.027

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT:

Agency shall perform the archaeological field investigation, analysis, reporting, and related deliverables described in the Detroit Lake Marinas Excavation Project (Archaeological Tasks, Analysis, and Reporting) proposal dated September 16, 2026, attached as Exhibit A and incorporated into this Agreement by reference. The following provisions summarize that scope. In the event of a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall control. Additional archaeological investigations, evaluation of newly identified disposal areas, or mitigation beyond the scope and budget expressly provided in Exhibit A require prior written authorization by County and, where applicable, an amendment to this Agreement.

5.1.1 Pedestrian Survey and Exploratory Probing.

Description: Conduct baseline archaeological pedestrian survey and subsurface probe testing across seven project areas, including both marinas, the rock pile area, Kane's terrace disposal area, the walking path, and staging areas.

Key Activities: Excavate up to 226 square 30 × 30 cm shovel probes, generally at 20-meter intervals, except within the marinas where 40-meter intervals will be used. Conduct deeper probing in marina areas as appropriate due to prior ground disturbance and sedimentation.

Deliverables: Documentation of pedestrian surveys and exploratory probing, including probe locations, depths, results, and any identified cultural resources.

Milestones: Completion of the baseline surveys and exploratory probing; identification of any need for separate NRHP eligibility investigations.

5.1.2 Site Testing at the Peninsula (35MA66)

Description: Evaluate the portion of archaeological site 35MA66 within the Area of Potential Effects (APE) associated with the proposed Peninsula Extension to determine

whether that portion contributes to the site's eligibility for listing in the National Register of Historic Places (NRHP).

Key Activities: Excavate up to 320 square 30 × 30 cm shovel probes on a 20-meter grid and up to 60 quarter test units (50 × 50 cm). Combine test units into larger units where warranted by artifact concentrations or archaeological features. Assess the distribution, integrity, and significance of cultural deposits.

Deliverables: Documentation of shovel probing and site testing results, together with an assessment of NRHP eligibility for the portion of site 35MA66 within the APE.

Milestones: Completion of field testing and preparation of findings for inclusion in the archaeological report.

5.1.3 Reporting & Documentation

Description: Prepare archaeological reporting and documentation supporting Section 106 consultation based on investigations conducted under this Agreement.

Key Activities: Prepare an integrated archaeological report presenting survey, probing, and site testing results; include a mini-Determination of Eligibility and recommendations for additional investigations or mitigation where warranted; prepare Finding of Effect documentation if required; and complete or update applicable cultural resource recording forms.

Deliverables: Draft and final archaeological reports, eligibility documentation, applicable site forms, and recommendations concerning any additional work or consultation needs. Include curation and delivery of materials as described in Exhibit A.

Milestones: Submit the draft report for interested Tribal and agency review; address comments received, including applicable SHPO comments; and submit the final report meeting applicable Tribal and SHPO standards to SHPO and County. Third-party approval or concurrence is not itself a deliverable guaranteed by Agency.

5.1.4 The Agency shall participate in project meetings scheduled by the parties and provide the County with progress updates.

5.1.5 Preliminary Findings. The Agency shall provide the County with preliminary results no later than January 2027. The working draft shall summarize initial findings, identify potential implications for the project, and describe any anticipated need for additional investigation or mitigation to support an initial briefing to the Board of Commissioners.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

5.2.1 The County shall provide available project information, identify its authorized project contacts, provide direction when County decisions are required, review the Agency's deliverables and invoices, and pay approved invoices in accordance with Section 4 of this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. MUTUAL INDEMNIFICATION

8.1 . Each party shall be responsible for its own negligent or wrongful acts and omissions and those of its officers, employees, agents, contractors, and representatives in connection with this Agreement. To the extent permitted by applicable law, each party shall defend, indemnify, and hold harmless the other party, including its officers, employees, agents, and representatives, from and against claims, suits, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or its officers, employees, agents, contractors, or representatives in the performance of this Agreement.

8.2 The County's obligations under this section are subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Oregon Constitution, Article XI, section 7, and any other applicable limitations on the liability or indemnification obligations of the County. Agency's obligations under this section are subject to the limitations and restrictions of the Oregon Constitution (Article XI, section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300). Nothing in this Agreement shall be construed as requiring either Party to indemnify, defend, or hold harmless the other Party for the negligent or wrongful acts or omissions of the other Party or its officers, employees, agents, contractors, or representatives.

9. DEFENSE AND SETTLEMENT

The party providing indemnification shall have control of the defense and settlement of any claim subject to its indemnification obligation, provided that it shall not settle any claim or enter into any agreement that imposes liability, an admission of fault, or any obligation on the other party without the other part's prior written consent. Neither party, nor any attorney engaged by that party, shall defend a claim in the name of or purport to act as legal counsel for the other party without the prior authorization of that party's legal counsel. The indemnified party may, at its own election and expense, participate in or assume its own defense and settlement of any claim.

10. INSURANCE

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).

11. MERGER CLAUSE

Parties concur with and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given to the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
sponsoredprojects@uoregon.edu

For County:
Community and Economic Development Department
555 Court St NE Ste 3120
CSReporting@co.marion.or.us

13. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

UNIVERSITY OF OREGON

Authorized Signature: _____ Date: _____

Title: Contracts Officer, Sponsored Projects Services

UNIVERSITY OF OREGON | Museum of Natural and Cultural History

EXHIBIT A

September 16, 2026

TO: Chip Bury
Economic Development Program Manager
Marion County
(503) 930-9321; CBury@co.marion.or.us

FR: Chris Ruiz, Brian Lane, and Andrew Boehm
University of Oregon Museum of Natural and Cultural History
(541) 346-2568; cruiz@uoregon.edu

RE: Detroit Lake Marinas Excavation Project (Archaeological Tasks, Analysis, and Reporting)

Marion County is proposing excavation of 144,000 cubic yards of sediments underneath two commercial marinas on the Detroit Lake Reservoir. The removal of sediment will allow both marinas to extend their summer season and further support local businesses that rely on summer recreation, driving economic development in the area. Marion County has proposed three options for excavated sediment disposal areas associated with this project. Option 1 includes excavating at both marinas and placing excavated sediments on the peninsula to extend it and create a recreational area. Option 2 includes excavation at both marinas and disposing of sediments at an undecided upland site outside the reservoir. Option 3 includes excavation at both marinas and disposing of sediments away from the reservoir or in portions of the reservoir east of Kane's Marina. A review of the Oregon State Historic Preservation Office (SHPO) Oregon Archaeological Records Remote Access (OARRA) database identified a single site, 35MA66, overlapping the peninsula portion of the APE that is considered within option 1.

Marion County has requested that the University of Oregon Museum of Natural and Cultural History (MNCH) provide a cost estimate for tasks related to project compliance with Section 106 of the National Historic Preservation Act (Section 106). Permitting and consultation tasks began in late August 2026. This work was authorized under an existing IGA No. BS-5706-23 with Marion County and the University of Oregon. A permit application for an Archaeological Resource Protection Act (ARPA) permit was submitted to the USACE on September 11, 2026. This proposal covers cost estimates associated with the archaeological field investigation and reporting.

Task 1 – Pedestrian Survey and Exploratory Probing

Baseline archaeological pedestrian survey will be completed and are anticipated to be required in the seven areas of the project, including both marinas, rock piling area adjacent to the marinas, Kane's terrace disposal area, the walking path, and staging areas (Figure 1). Additionally, it is anticipated that subsurface exploratory probes will be required in both marinas, Kane's terrace disposal area, the rock pile area adjacent to the marinas, and along the widened walking path. We propose that up to 226 square 30×30-cm shovel probes be excavated, most at 20-m intervals, except within the marinas where 40-m intervals will be used. Deeper probing is recommended at these locations due to the depth of ground disturbance in the marinas and the extent of sedimentation in the reservoir. If archaeological sites were identified during baseline investigations, additional funding might be necessary to evaluate the sites for National Register of Historic Places (NRHP) eligibility.

An equal opportunity, affirmative action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

If an additional disposal area is identified for Option 2, then that location would also require a baseline archaeological investigation, and additional funds would be required.

Task 2 – Site Testing at 35MA66

Option 1 (Peninsula Extension) will require the disposal of removed sediments on portions of site 35MA66. The site is described as a lithic scatter with artifacts distributed over a large area measuring approximately 1200 m east-west by 900 m north-south. The site contains two primary loci (Locus A and B). Locus A is located at the north end of the site while Locus B is situated in the southern portion of the Detroit flats in the vicinity of the proposed Peninsula Extension aspect of the project, although the exact location of Locus B can only be estimated from sketch maps. Kelly (2005) revisited portions of the site to conduct site testing. This investigation partially overlaps the eastern end of the Option 1 peninsula placement area. During testing, a limited assemblage of artifacts, including 122 pieces of debitage, one projectile point, and one utilized flake, was recovered. The artifacts were nearly all recovered in a 60×20 m area. Notably, the projectile point was found 48 cm below the ground surface (Kelly 2005:48). Kelly (2005:24) concluded that the site was not NRHP-eligible due to poor site integrity, lack of a distinct buried component, extensive disturbance, lack of features, and low artifact density. However, the site is unique and rare because the projectile points primarily consist of late Pleistocene to early Holocene-aged western stemmed and Cascade-style points. While partially disturbed, this site contains evidence of some of the earliest people in Oregon west of the Cascade Range.

We recommend testing portions of the site that overlap the proposed Option 1 disposal area to determine whether the portion of the site within the APE contributes to the site 35MA66 NRHP eligibility. Due to the potential extent of ground disturbance associated with this option (ca. 29 acres), site testing would include site sampling across the APE using 30×30-cm square shovel probes on a 20 m grid to identify areas of potential artifact concentrations and to determine the spatial distribution of cultural deposits. We anticipate that up to 320 shovel probes will be required to cover this area. Once spatial distributions are identified, additional site testing will use 50×50-cm quarter test units (QTUs). We anticipate that up to 60 QTUs may be required to evaluate the NRHP eligibility of site 35MA66 within the APE. QTUs can be combined to form larger units (1×0.5-m or 1×1-m units) if dense concentrations of artifacts or features need additional investigation.

The final report will include both archaeological probing and testing results for the project and a mini-Determination of Eligibility, as well as recommendations for additional investigations and Finding of Effect documentation if warranted. Appropriate recording forms will be completed or updated for identified cultural resources, and a report that meets Tribal and SHPO standards will be submitted to SHPO and Marion County.

Because archaeological resources are typically unknown at the start of a project, the museum typically works on a cost-reimbursable basis, and final charges are based on actual costs incurred. The budget should be considered a not-to-exceed cost based on the parameters outlined.

References

Kelly, Cara M. 2005. *Detroit Flats (35MA66) Archaeological Site Testing.* Detroit Ranger District, Willamette National Forest. On file at the Oregon State Historic Preservation Office, Salem (SHPO Report No. 20367).

Proposed Work Schedule

October to November 2026:	Permit issued.
November to December 2026:	Fieldwork to begin at drawdown (minimum of two-week notice to primary contacts before fieldwork)
January 2027:	Preliminary results communicated to primary contact.
February 31, 2027:	Draft report to primary contact with recommendations. If no further work is recommended, the report proceeds through the review process (see timeline below). If mitigation is required, negotiations for the Memorandum of Agreement begin.
March 1, 2027:	Thirty-day interested tribes and agency review period of draft report
April 1, 2027:	Ten-day report revisions based on interested tribes and agency feedback
April 10, 2027:	Thirty-day Oregon SHPO review
May 10, 2027:	Ten-day report revisions based on SHPO feedback
May 20, 2027:	Final report to agency contact.
June 20, 2027:	Curation and delivery to the Burke Museum
September 30, 2027:	Final billing

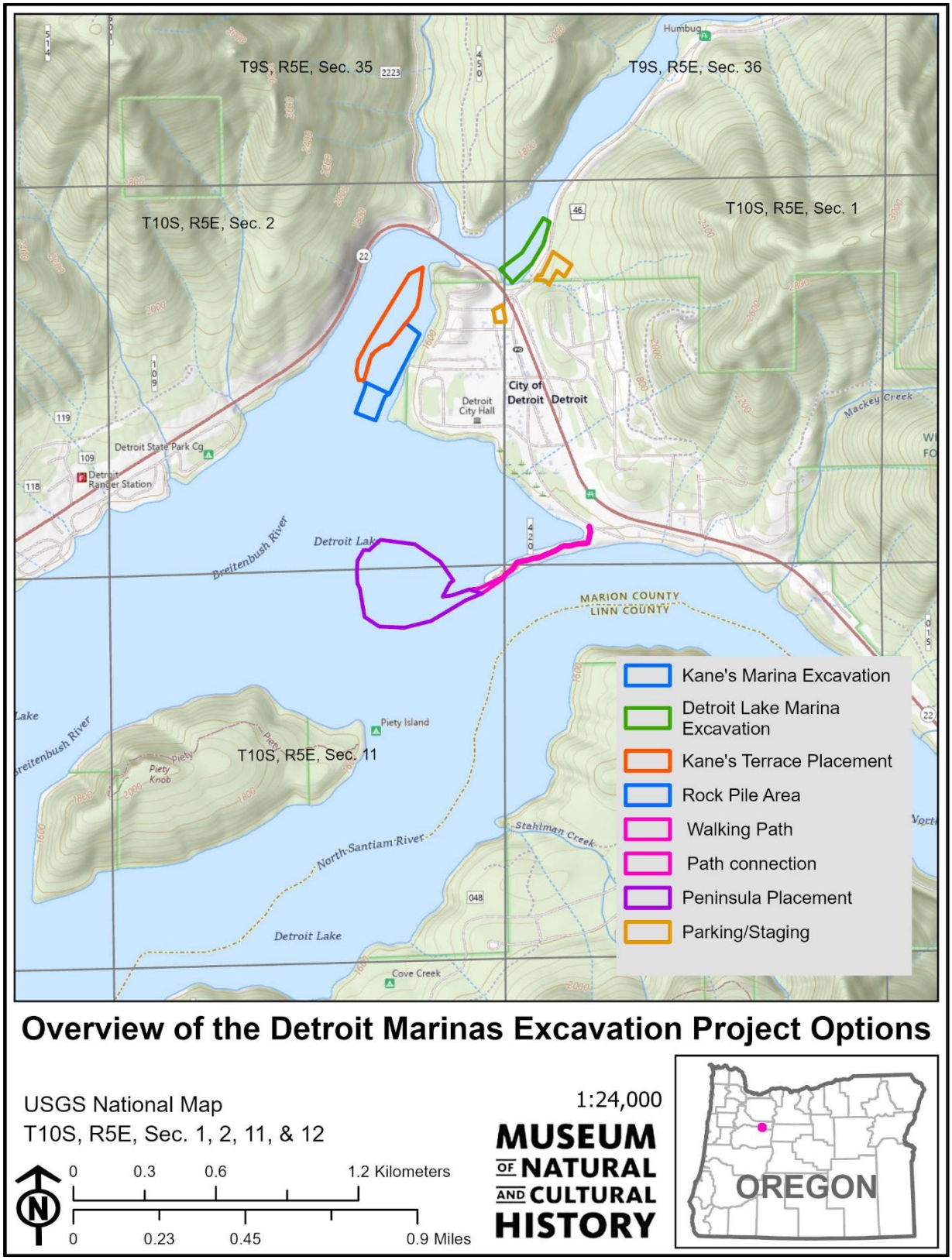

Figure 1. Location of the Detroit Marinas Excavation Project area in Marion County, Oregon.

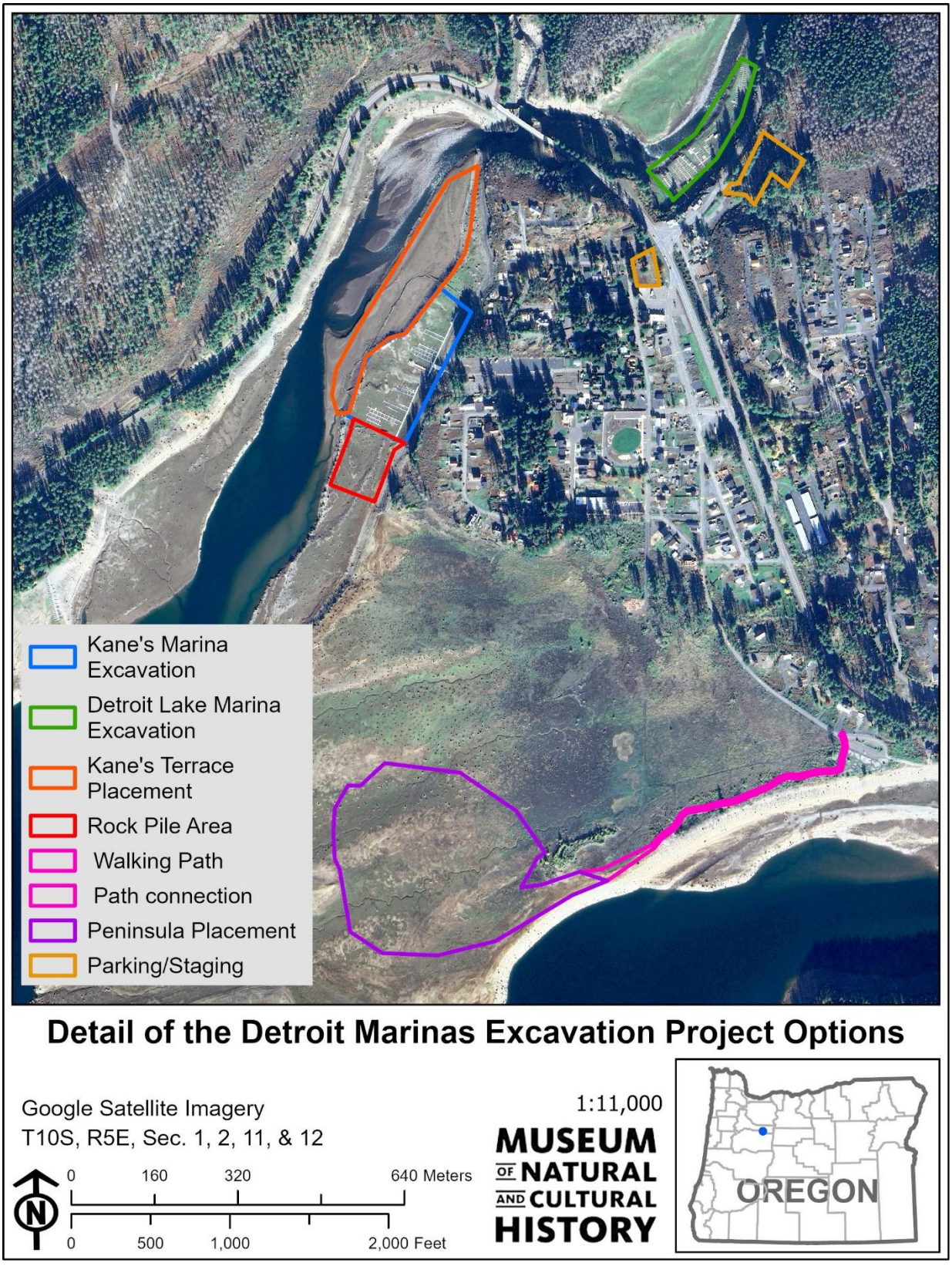

Figure 2. Detail map of the Detroit Marinas Excavation Project area, Marion County.

Detroit Marinas Excavation Project Archaeological Tasks
Budget Proposal

WAGES:[1]		
Task 1 – Exploratory Probing Fieldwork		
Project Director 8 days @ $440/day	3,520	
Crew Chief 8 days @ $306/day	2,448	
5 Field Crew 8 days @ $155/day	6,200	
Task 2 – Site Testing Fieldwork:		
Project Director 20 days @ $440/day	8,800	
Crew Chief 20 days @ $306/day	6,120	
5 Field Crew 20 days @ $155/day	15,500	
Lab Analysis:		
Project Director 5 days @ $440/day	2,200	
Historic Archaeologist 2 days @ $306/day	612	
Lithic specialist 4 days @ $306/day	1,224	
Faunal specialist 2 days @ $440/day	880	
Lab Assistant 3 days @ $155/day	465	
Research/Report Preparation:		
Project Director 15 days @ $440/day	6,600	
Historic Archaeologist 2 days @ $306/day	612	
Lab Assistant 3 days @ $155/day	465	
GIS specialist 1 day @ $306/day	306	
Technical editor 3 days @ $306/day	918	
Project Closeout:		
Lab Manager 2 day @ $306/day	612	
Subtotal	57,482	
Payroll Assessments: 76.5% of Subtotal	43,974	
Total Wages:		$ 101,456
TRAVEL:		
7 people for 28 days @ $178/day	34,888	
Total Travel:		34,888
SERVICES AND SUPPLIES:		
Expendable supplies	50	
Field vehicle use (GSA rate $0.725/mile)	1,595	
Curation	1,400	
Total S&S:		3,045
SUBTOTAL:		139,389

INDIRECT COSTS (33% of Subtotal):	45,998
TOTAL PROJECT COSTS:	$ 185,387

Budget date: June 16, 2026

[1] Project personnel days are used for the purpose of estimating total project costs and do not constitute effort commitments to be tracked and documented by the University of Oregon.

Exhibit B -

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

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by41 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.

(B) 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.

(C) 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."

(D) 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 a11 suspected or reported violations to the Federal awarding agency.

(E) 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.

(F) 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.

(G) 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).

(H) 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 government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB 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.

(I) 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.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. 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.

ii. 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.

iii. 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.

(L) 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.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41U.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.

(N) See§ 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(0) See § 200.323 Procurement of recovered materials.

(P) 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 lnspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

(Q) 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.

(R) 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.

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of $100,000 or more when the recipient received a total of $200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC l 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

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