Contract Review Sheet

Grant Agreement **BO-4570-22 Am1**

Title: **ARPA Detroit Marina Excavation**

Contractor's Name: **Community and Economic Development Department**

Department: **Board of Commissioners** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **503-584-7722**

Term - Date From: **May 22, 2022** Expires: **December 31, 2026**

Original Contract Amount: **$ 3,000,000.00** Previous Amendments Amount:

Current Amendment: **<1,500,000>** New Contract Total: **$ 1,500,000.00** Amd% **-50%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **1024**

Description of Services or Grant Award

Marion County ARPA Funds Grant Award for: Detroit Marina Excavation and Resiliency.

Amendment 1 reduces ARPA funding by $1,500,000.00 which will be replaced with County resources made available through thte approved ARPA funding exchange. This allows County to maximize its use of available ARPA funding before the December 31, 2026 federal expenditure deadling while preserving funding for the Detroit Marina Project as it moves into construction. Amendment 1 additionally revises the project budget to $8,512,817 and assumes anticipated completion date of May 2028.

Desired BOC Session Date: **9/2/2026** Contract should be in DocuSign by: **8/12/2026**

Agenda Planning Date **8/20/2026** Printed packets due in Finance: **8/18/2026**

Management Update **7/28/2026** BOC upload / Board Session email: **8/19/2026**

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

REQUIRED APPROVALS

Finance - Contracts — Date 8/25/26

Contract Specialist — Date 8-25-26

Legal Counsel — Date 8/25/26

Chief Administrative Officer — Date 8/25/26

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/2/2026

Department: Community and Economic Development

Title: ARPA Funding Amendment 1 for the Detroit Marina Project

Management Update/Work Session Date: 7/28/2026 **Audio/Visual aids** ☐

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

Requested Action: Consider approval of Amendment to ARPA agreement BO-4570-22

Issue, Description & Background: At the August, 19th 2026 Board Session, the Board will have the opportunity to consider approval of an amendment to the project's ARPA agreement. The ARPA/SLFRF allocation would decrease by $1,500,000 and be replaced with County resources made available through the approved ARPA funding exchange. This allows the County to maximize its use of available ARPA funding before the December 31, 2026 federal expenditure deadline while preserving funding for the Detroit Marina Project as it moves into construction. The proposed amendment changes the fun

Financial Impacts: The revised project budget is $8,512,817 including estimated archaeological investigation costs, an average 7% increase in project costs, and assumes an anticipated completion date of May 2028. The deficit is $402,817 which could be partially covered by the contingency fund of $405,372 or other funding sources.

Impacts to Department & External Agencies: The proposed amendment changes the funding mix but does not reduce the project budget.

List of attachments: Agreement BO-4570-22

Presenter: Chip Bury

Department Head Signature: Kelli Wurst

Marion County
OREGON

AMENDMENT 1 to BO-4570-22
the MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY BOARD OF COMMISSIONERS and MARION COUNTY COMMUNITY and ECONOMIC DEVELOPMENT DEPARTMENT

This Amendment No. 1 to the Memorandum of Understanding (as amended from time to time, the "MOU"), dated May 25, 2022, between Marion County Board of Commissioners, a political subdivision of the State of Oregon, hereafter called County, and Marion County Community and Economic Development Department, formerly known as Marion County Community Services Department, hereafter called Department.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

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.1 (ARPA Amendment & Adjustment Request Form Narrative)

4. Consideration; Reporting

a. The County has agreed to make an award of funds to the Department not-to-exceed amount of **One Million Five Hundred Thousand Dollars ($1,500,000)** ~~**Three Million Dollars ($3,000,000.00)**~~ (the "Grant"). Grant disbursements shall be a reimbursement of funds to Department, based in the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Revenue Replacement.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____ 8/25/26
Chief Administrative Officer Date

Reviewed by Signature: _____ 8/25/26
Marion County Legal Counsel Date

Reviewed by Signature: _____ 8/26/26
Marion County Contracts & Procurement Date

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT SIGNATURE:

Authorized Signature:

Kelli Weese 8-25-26
Date

Title: Com. : Eco Devo Director

Exhibit A.1
ARPA Amendment and Adjustment Request Form
Narrative

	Organization Name:	**Marion County Community Services Dept.**
	Project Title:	**Detroit Marina Excavation and Resiliency Project**
	Date of Request:	6/29/26
	Name of Person Completing Request:	Chip Bury
	Title of Person Completing Request:	Economic Develoment Manager
	Phone # of Person Completing Request:	503-588-3235
	Original MC ARPA Award/Contract:	$3,000,000
	MC ARPA Award/Contract Number:	BO-4570-22

Step 1: Please respond to each question/statement below.		
#	**Question**	**Answer**
1	Why are you requesting a program amendment (What circumstances impact this request)?	Whereas the overall objective and activities of the project remain the same, we are narrowing the focus of the agreement to work which will be paid for with ARPA SLFRF funds
2	Using the approved contract, specifically identify the text requested to be edited/removed. Enter the original text from the contract with strikeouts for text to be removed and bold text for text to be added. *Option: If it would help for clarity, submit the pertinent section of the approved contract with strike outs and bold text as described above .* **If Marion County requires a contract scope change, use Tab 3 "Scope Change Request" to answer this question.**	Please see Amendment 1 to BO-4570-26.
3	How will the requested change affect the project?	The requested change will not affect the project. It is the understanding that the original $3,000,000 in ARPA funds are being reduced to $1,500,000 with the understanding that $1,500,000 will be allocated from General Fund instead to make up the deficit.
4	Will the requested change maintain the integrity of the original ARPA category (e.g. Negative Economic Impact, Water & Sewer Infrastructure, Public Health)?	Award was granted under ARPA Expenditure Category 6.1 Revenue Replacement/Government Services. The category will remain the same.
5	How will the requested change affect the original contractual timeline?	The requested change will not affect the original contractual timeline.
Step 2: If a budget adjustment is also being requested, answer Question #6 and complete Tab 2.		
6	How will the requested change affect the original MC ARPA budget?	The original MC ARPA budget will be reduced by $1,500,000

By completing this request, person completing this form certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate and I have the authority to represent the organization in this request.

Submit via email to: ARPArecovery@co.marion.or.us

Exhibit A.1

ARPA Amendment and Budget Adjustment Request Form

Project Budget Worksheet

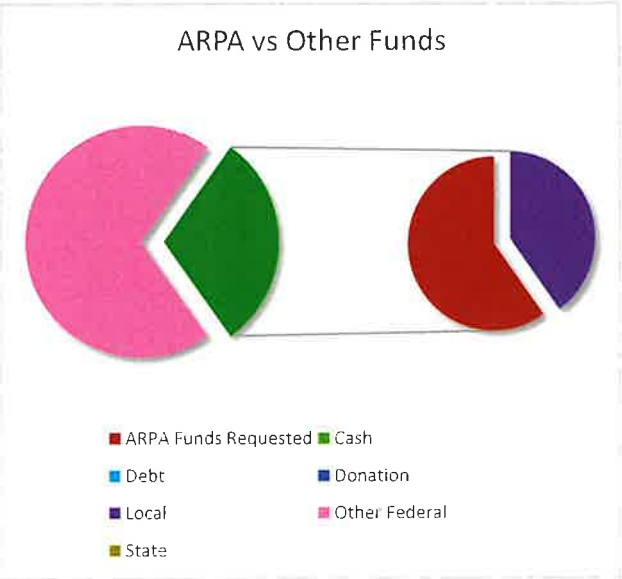
Please provide a line item detailed budget for the project costs.					
CATEGORY	ORIGINAL ARPA BUDGET	REVISED ARPA REQUEST	OTHER FUNDS (if applicable		TOTAL
			AMOUNT	SOURCE	
Materials and Services					
Consultant and Project Management (Contract)	120,000	81,238	138,107	Local	219,345
Engineering and Design (Contract)	135,000	707,036	160,140	Local	867,176
Permitting	15,000	16,000			53,996
Detroit Mariuna Excavation Construction (Contract)	1,242,442				-
Kane's Marina Excavation construction (Contract)	2,064,718				-
Combined Detroit and Kanes construction contract	-	469,126	5,771,007	Other Fede	6,240,133
Contingencies			405,372	Local	405,372
Archaeological Investigations			200,000		200,000
Totals	**$ 3,577,160**	**$ 1,273,400**	**$ 6,674,626**		**$ 7,986,022**
Equipment or Capital Purchases					
n/a	-				-
					-
					-
					-
					-
					-
					-
Totals	$ -	$ -	$ -		$ -
Personnel Costs					
Management Analyst 2	96,767	96,767			96,767
Community Services Director					-
Economic Development Coordinator	17,404	17,404			17,404
Contracts Specialist	13,762	13,762			13,762
Budget Analyst 2	10,579	10,579			10,579
Totals	**$ 138,512**	**$ 138,512**	$ -		**$ 138,512**
Administrative					
County Administrative	188,284	88,088	300,195	Local	388,283
					-
Totals	**$ 188,284**	**$ 88,088**	**$ 300,195**		**$ 388,283**
Grand Totals:	**$ 3,903,956**	**$ 1,500,000**	**$ 6,974,821**		**$ 8,512,817**

	Yes	No (explain)	Explanation
Confirm that the new total MC ARPA Budget is equal to or less than the total original MC ARPA award.	Yes		

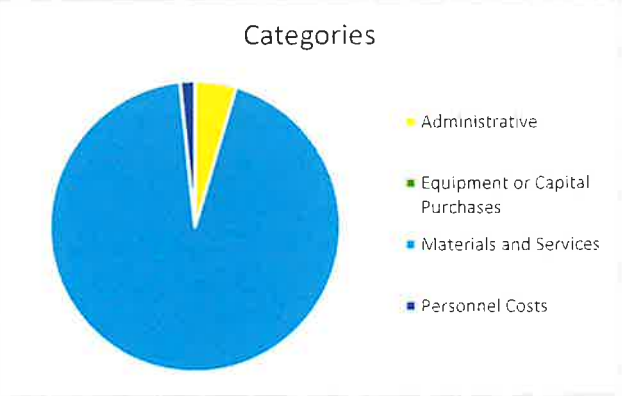
Exhibit A.1
ARPA Amendment and Adjustment Request Form

Project Budget Summary

Total Project Budget	$	8,512,817
ARPA Funds Requested	$	1,500,000
Other Funds	$	10,462,232
Cash	$	-
Debt	$	-
Donation	$	-
Local	$	1,003,814
Other Federal	$	5,771,007
State	$	-



Total Project Budget	$	8,512,817
Categories		
Administrative	$	388,283
Equipment or Capital Purchases	$	-
Materials and Services	$	7,986,022
Personnel Costs	$	138,512



Total ARPA Project Budget	$	1,500,000
Categories		
Administrative	$	88,088
Equipment or Capital Purchases	$	-
Materials and Services	$	1,273,400
Personnel Costs	$	138,512

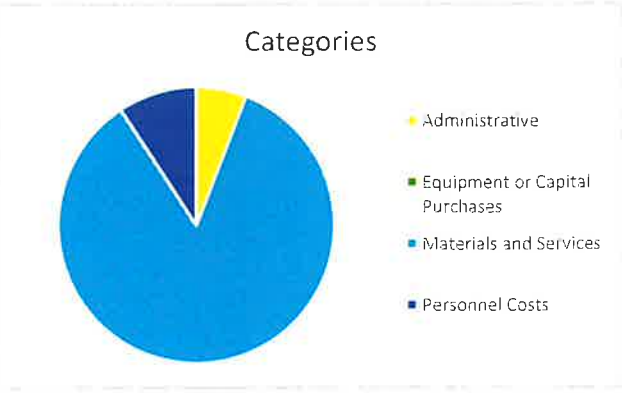


Exhibit A.1

ARPA Amendment and Adjustment Request Form

Application Section II Project Information - Scope Change Request

Note: This form may ONLY be submitted if Marion County authorizes the subrecipient to submit a scope change request.

Subrecipient must complete each section of this form for the request to be considered by the Marion County Board of Commissioners

	Question	Answer
1a	Describe the project and the project deliverables.	The project will excavate approximately 162,000 cubic
1b	Describe the organization and individuals that will manage the project.	The project will be managed by Marion County through its Community and Economic Development Department (CEDD) Team.
1c	Provide the total estimated or completed project budget and the amount of ARPA funding to be used for the project.	Estimated total project budget: $8,512,817.40. ARPA funding comprises $1,500,000 of that budget.
1d	Provide a timeline including the start date, interim check-points, and completion dates.	The project start date was April 2022. Interim check points have been made throughout the life of the project with consistent monthly management meetings of project teams both internal and external. The completion date is May 2028.
1e	List the project team. Include the name, title, employer, and a high-level overview of their role in the project.	Chip Bury, Economic Development Manager, will manage contracts and day to day implementation, Kelli Weese, CEDD Director will sign contracts, final management and oversight of the project management team. Krista Ulm and Ashley Jackson who are the Contracts Specialists with Marion County who manage the solicitations and the contracts. Laura Hambrecht who is the Grants Manager for ARPA. There is also Stephan Owens, Owner's Representative consultant, who is the direct liaison between the contractor and the County.

ARPA Amendment and Adjustment Request Form

Application Section II Project Information - Scope Change Request

2	Describe the project need and the impact the project will or did have on the local community and Marion County. Identify each project element and include a timeline and key team member(s) who will or did work on the project	"scope change" amendment is being processed to ensure that narrative details are accurate in addition to the timeline and budget changes. The description of project need, impact, and Phase One remains the same as listed in the original application narrative. This amendment is being requested due to the fact that the total project costs have increased since the original application was approved, the organization has secured additional funding to cover said costs, and external factors have caused delays in project phases. This amendment will be updating the timing of Phase II and III of the project to ensure that ARPA-funded activities are identified. Phase Two (updated) includes site analysis and selection for sediment placement, along with engineering and permitting coordination. This phase has extended significantly—from May 2022 through August 2026 (approximately 52 months)—due to differing interpretations among federal (USACE, HUD) and state agencies regarding required permits, authorities, and regulatory pathways. Marion County project leadership has evolved over time and includes Community Services staff Tamra Goettsch, Danielle Gonzalez, Kelli Weese, Krista Ulm, Lorrie Biggs, Larri Rupp, and currently Chip Bury as Economic Development Manager. Community partners include Detroit Lake Marina, Kane's Marina, State and regional recreation and travel organizations, Detroit Lake Business
3a	Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines and the Final Rule	This description remains the same as listed in the original application narrative
3b	Describe how the project meets the ARPA period of performance.	Whereas the project will be completed in May 2027, ARPA funded activities such as the payment for engineering, permitting and excavation of all or part of the two marinas will be paid no later than December 31, 2026.

ARPA Amendment and Adjustment Request Form
Application Section II Project Information - Scope Change Request

4	Describe the organization's experience as a subrecipient or beneficiary of federal funding. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards	The Detroit Marina Excavation and Resiliency Project is proposed to be managed by Marion County through its Community Services Department. All reporting and funding allocation requirements will be coordinated among the Marion County Legal and Finance Departments in accordance with adopted contracting rules. Marion County has been a recipient and sub-recipient in the past and has a clean federal audit. Publicly available Federal Grant Compliance Reports since 2018 have indicated that Marion County has complied in all material respects with the compliance requirements for its major federal programs. The Federal Grant Compliance Report for 2020 is available on our website at https://www.co.marion.or.us/FIN/Pages/Financials.aspx
5	Identify and describe partnerships or contracted services the organization has secured to assist with the project?	•Maul Foster & Alongi (Engineering/Permitting): Engaged since November 4, 2022, responsible for design development and preparation of federal, state, and local permit documentation; contract runs through December 31, 2026. •Dwyer & Associates (Owner's Representative – Stephen Owens): Under contract from July 22, 2025 through June 30, 2028, providing construction administration and acting as the County's representative during pre-construction and construction. •Siegmund Excavation & Construction (Contractor – Gibson Kuenzi): Active since March 14, 2025, with a current contract through December 31, 2026; an amendment is anticipated to extend the schedule to approximately May 2027.
6	Describe how the operations will be funded after the project is complete, if applicable. If application is for reimbursement of funds already spent, explain how project will be maintained and/or funded in future years	This description remains the same as listed in the original application narrative

ARPA Amendment and Adjustment Request Form

Application Section II Project Information - Scope Change Request

7	Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments for this proposed project. Include the source(s) and amount(s) applied for, and any awards received.	Marion County has secured and pursued multiple federal, state, and local funding sources to support the Detroit Marinas Excavation and Resiliency Project: American Rescue Plan Act (ARPA) – Marion County: $1,500,000 awarded, with funds to be fully expended by December 31, 2026. Congressionally Directed Spending (HUD): $2,000,000 awarded, with an expenditure deadline of August 31, 2031. Lottery Matching Funds (State/Local): $50,000 committed to support ARPA-funded activities. Business Oregon Brownfields Redevelopment Funds (State): $60,000 awarded to assist with environmental and site-related work. Opal Creek [Omnibus Parks and Public Lands Management Act of 1996 (Proposed)]: $3,000,000 requested, with a proposed timeline extending to September 22, 2027 (pending award). Marion County General Funds: $1,500,000
8	Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for specific to this proposed project. Include the source(s) and amount(s) applied for, and any awards received.	This description remains the same as listed in the original application narrative
9	When was your last financial statement or single audit performed and what was the result (i.e clean audit opinion, recommendations, or findings)? Please be prepared to provide this information if requested.	The Community and Economic Development Department is included in the single audit performed for Marion County. The single audit for FY25 is available on the Federal Audit Clearinghouse. The opinion is unmodified and there were two findings, but none related to ARPA (ALN 21.027) federal funding expenditures
10	Provide any additional information related to the project.	The project has been delayed primarily due to the complexity and expansion of permitting and environmental review requirements, including added coordination with multiple federal and state agencies and evolving NEPA expectations. Additionally, the project is unique and required more analysis, redesign, and interagency coordination than originally anticipated, leading to extended timelines.

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Marion County OREGON
FINANCE DEPARTMENT

Contract Review Sheet

BO-4570-22

Grant Agreement #: **BO-4570-22** Amendment #: ____

Contact: **Camber Schlag** Department: **Board of Commissioners**

Phone #: **(503) 566-3944** Date Sent: **Friday, May 6, 2022**

Title: **ARPA - Detroit Marina Excavation**

Contractor's Name: **Marion County Community Services**

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

Contract Total: **$ 3,000,000.00** Amendment: **$ -** New Total: **$ 3,000,000.00**

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

Source Selection Method: **RFP** CMS # **1024**

Description of Services or Grant Award

2021 Marion County ARPA Funds Grant Award for: Detroit Marina Excavation and Resiliency.

Desired BOC Session Date: **5/25/2022** BOC Planning Date: **5/12/2022**

Files submitted in CMS: **5/4/2022** Printed packet & copies due in Finance: **5/10/2022**

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

FOR FINANCE USE

Date Finance Received: **5/6/2022** Date Legal Received: ____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by: Camber Schlag C5B2F3DF257F444...	5/6/2022	DocuSigned by: Carrie Graham C56F30F42D03469...	5/9/2022
Finance - Contracts	Date	Contract Specialist	Date
DocuSigned by: Jane E Vetto D0CFC5B04B9F483...	5/9/2022	DocuSigned by: Jan Fritz DC16351248DE4EC...	5/9/2022
Legal Counsel	Date	Chief Administrative Officer	Date

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MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	May 25, 2022				
Department:	Board of Commissioners	Agenda Planning Date:	May 12, 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 Beneficiary Agreement and Memorandum of Understanding for the American Rescue Plan Act (ARPA) funded projects.
Issue, Description & Background	In June 2021, Marion County received the federal ARPA Allocation of $67M. Through a grant application process, the BOC approved various eligible projects and awarded funds to county departments.
Financial Impacts:	All projects are funded through the American Rescue Plan Act, Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund
Impacts to Department & External Agencies	Several departments and a not for profit are receiving funding to support critical programs and infrastructure.
Options for Consideration:	A) Approve award allocation to attached applicants B) Decline award allocation to these applicants C) Take no action at this time
Recommendation:	A) Approve award allocation to attached applicants
List of attachments:	For 8 applications each, a review sheet, an agreement, the application, and attached exhibits B,C,D,E,F,G
Presenter:	Camber Schlag, Debbie Gregg and Chris Eppley

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

Copies to:	Camber Schlag, cschlag@co.marion.or.us

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MARION COUNTY
MEMORANDUM OF UNDERSTANDING
BO-4570-22

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

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

Recitals

A. WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The ARPA/SLFRF program is to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

B. WHEREAS, the total ARPA/SLFRF funds allocated to Marion County, as published by the U.S. Treasury, is $67,559,569, may use funds that meet ARPA/SLFRF eligibility requirements; and

C. WHEREAS, Marion County Community Services, a department within Marion County, submitted an application to the Board for $3,000,000 in ARPA/SLFRF relief funds to support Detroit Marina Excavation and Resiliency Project under the U.S. Treasury eligible category Revenue Replacement; and

D. WHEREAS, during a meeting on January 26, 2022, the Board approved the application from the Department; and

Agreement

NOW THEREFORE, the parties understand as follows:

1. Incorporation

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

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

2. Term of MOU

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

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3. Work to be Performed

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

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

4. Consideration; Reporting

a. The Board has agreed to make an award of funds to the Department not-to-exceed amount of **Three Million Dollars ($3,000,000.00)** (the "Grant"). Grant disbursements shall be a reimbursement of funds to Department, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Revenue Replacement.

b. Grant distributions will be made by the Board and Designee to Department monthly with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Department's authorized signer. The exhibit and supporting documentation shall be sent to ARPArecovery@co.marion.or.us or.

c. Any desired use of funds by Department that differs from the Work must first be approved in writing, by Board. 100% of the Grant must be used to provide services as indicated in the Work.

d. The Board and Designee shall provide the report templates to the Department no later than June 15, 2022. See Exhibit F for reporting due dates and requirements.

5. Confidentiality

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

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

6. Subcontractor Monitoring Requirements

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

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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 MOU, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

7. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Department with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the MOU (or in the case of Subcontractors, under their respective contracts with Department) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein and as outlined in 2 CFR 200. The Board or it's Designee may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

8. Disallowance of Costs

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

9. Subcontractor Agreements

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

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

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

a. The services that the Subcontractor must provide related to the project.

b. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Department).

c. The Department's and the Board's monitoring rights and responsibilities and the methods used by Department for monitoring.

d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the Board or of Department.

e. Department may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

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Department shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the Board and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Department's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

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

10. Department Procurements

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

11. Prevailing Wage

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Departments and Subcontractor(s) may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Department shall:

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 Department is a "public body" and the Project is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Department shall require each contactor in a contract with an estimated cost of $200,000 or greater to:

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1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;

2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;

3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and

4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of $200,000 or greater.

b. Department represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

c. Pursuant to ORS 279C.817, Department may request that the Commissioner of BOLI make a determination about whether the Project is a public work on which payment of the prevailing rate of wage is required under ORS 279C.840.

12. Amendments

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

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MARION COUNTY
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... 5/9/2022
Chief Administrative Officer Date

Authorized Signature: DocuSigned by: Tamra Goettsch E4D545951879444... 5/9/2022
Department Head or Designee Date

Reviewed by Signature: DocuSigned by: Jane E Vetto D0CFC5B04B9F483... 5/9/2022
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: Camber Schlag C5B2F3DF257F444... 5/6/2022
Marion County Contracts & Procurement Date

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EXHIBIT A
THE APPLICATION

[The Application on Next Page]

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2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

Organization Name: Marion County Community Services Department

Project Title: Detroit Marina Excavation and Resiliency Project

ARPA Funding Category: 2.11: Negative Economic Impacts: Aid to Tourism, Travel or Hospitality

I. Organization Information

Legal Name of the Organization: * Marion County Community Services

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

Employer Identification Number (EIN): * 93-6002307

DUNS Number: ** 167258529
**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 555 Court Street NE Suite 3120

City: Salem State: Oregon Zip Code: 97301

Organization Mailing Address: P.O. Box 14500
(if different from street address)

City: Salem State: OregonZip Code: 97309

Organization Website: * http://co.marion.or.us
(Please enter "N/A" if none)

Applicant Name: * Tamra Goettsch

Applicant Title: * Community Services Director

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 589-3200 Applicant E-mail: * tgoettsch@co.marion.or.us

Project Contact: Danielle Gonzalez
(If different from applicant)

Project Contact Phone: (503) 589-3235 Project Contact E-mail: dgonzalez@co.marion.or.us
* Response required for application to be considered complete

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

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

   a. Total estimated project budget
      - The total estimated project budget is $3,953,956.02

   b. Estimated start date and completion dates
      - Pending the award of ARPA funding, the estimated project commence date is April 2022, with estimated completion in Fall 2026.

   c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.
      - The Detroit Marina Excavation and Resiliency Project is proposed to be managed by Marion County through its Community Services Department.

The project team for the Detroit Marinas excavation project will consist of:

Project Team			
Name	**Title**	**Employer**	**High-Level Project Role**
Danielle Gonzalez	Economic Development Management Analyst 2	Marion County	Key County Project Manager
Kelli Weese	Economic Development Coordinator	Marion County	Assist with project management and reporting
Krista Ulm	Contracts Specialist	Marion County	Manage solicitations and contracts
Lorrie Biggs	Budget Analyst	Marion County	Financial management and reporting
Tamra Goettsch	Community Services Department Director	Marion County	Signatory authority for contracts, final management, and oversight of project management team
Kevin Cameron	County Commissioner	Marion County	Project Sponsor

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

   The Detroit Marina Excavation and Resiliency Project is a critical factor to providing economic security for the rural timber communities in the North Santiam Canyon. In 2020, these areas were devastated first by the COVID-19 pandemic that brought travel and tourism to a halt, and then by the catastrophic Beachie Creek / Lionshead wildfires that consumed 193,573 and 204,469 acres in the immediately adjacent recreation area.

   In recent years, the water level at the Detroit Reservoir has been inconsistent due to drying weather patterns, downstream habitat temperature control requirements, and municipal water needs. Detroit Lake Marina and Kane's Marina are located above shallow shelves, requiring the marinas to close their docks increasingly earlier as water is

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drained from the lake. In recent years, Detroit Lake has routinely failed to reach the 'full pool' seasonal depth of 1,569 feet necessary to support a robust and viable lake recreation season.

Given multiple compounding economic impacts of the COVID-19 pandemic, 2020 fires, and repeated lower water levels at the Detroit Reservoir, Marion County seeks to assist Detroit Lake Marina and Kane's Marina to maintain an annual summer lake season of May 1st to October 1st. The project consists of the strategic excavation of 162,000 cubic yards of sediment underneath the existing boat docks during the winter reservoir draw down period(s) at the Detroit Lake Reservoir. The removed sediment materials are anticipated to be deposited in the surrounding region. Through the excavation of the sediment underneath the existing docks and boat slips, the marinas will be able to operate down to 1,525 feet. The project is to provide viability and stability for these anchor businesses that are vital to the regional economy.

Detroit Lake is the primary outdoor recreation activity that draws outside visitors that are crucial to the economic recovery of the region. These marinas serve as the economic engines for the area as they provide moorage and boat rentals and as the base for RV camping and other lodging facilities. All area businesses depend on a recreational season of May 1st to October 1st to maintain solvency year-round; it has been reported that approximately 60% of annual revenue for these businesses is generated in the month of August alone.

This project enjoys widespread community support from the City of Detroit, Marion County, Detroit Lake Marina, Kane's Marina, state and regional recreation and travel organizations, Detroit Lake Area Business, and Recreation Association. Additionally, the local jurisdictions throughout the surrounding North Santiam Canyon area support the resiliency projects for the marinas as they serve as a vital linchpin of summer recreation business in the region.

The estimated direct and indirect economic impacts from the completion of the project throughout the region are estimated at $1.2 million annually. Over 20 years, the net economic value for the region is estimated to be $14.6 million for this project.

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

The project consists of three phases including:

- Phase One: Field testing and immediate mitigation actions- COMPLETE
- Phase Two: Sediment disposal location selection, engineering, and permitting
- Phase Three: Sediment removal and placement

This project is currently in Phase Two and requires additional resourcing to complete the project. Below is an overview of the work anticipated for each phase.

Phase One: Phase one is complete and consisted of the initial field testing, engineering of gang plank placement, extension of gang planks, installation of upgraded pilings, lifts, gearboxes, cabling, anchors, and replacement of pumpout dump stations. In addition, this phase included urgent upgrades to the retail operations of these businesses. The efforts were necessary to allow the business to continue to operate in the low water year to reach the water levels. The retail operations upgrades help to urgently diversify the revenue streams to allow for the marinas to remain viable through that immediate year. This work reportedly saved 10 jobs in Detroit that year. Unfortunately, the long term viability issue remains.

Phase Two: Phase two of the project will include site analysis of potential properties for sediment placement and subsequent engineering and responses to satisfy permitting agencies. This evaluation will require coordination with property owners, advanced engineering for at least three locations and finally the approval of permits to move directly into construction.

- It is anticipated that Phase Two will consist of approximately 32 months, beginning approximately January 2022 and completion August 2024.

- Key internal Marion County project team members will comprise of Community Services Department staff including Tamra Goettsch, Danielle Gonzalez, Kelli Weese, Krista Ulm and Lorrie Biggs. In addition, consultant services are proposed. Community partners include Detroit Lake Marina, Kane's Marina, State and regional recreation and travel organizations, Detroit Lake Business and Recreation Association.

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Phase Three: This phase the project consists of the movement of the removed sediment from the marinas and placement to the selected location(s). Phase Three will commence once all permits have been received for the project.

- It is anticipated that Phase Three will consist of approximately 24 months depending on the timing and weather within the in-water work period granted under the permit applications.

- Key project team members will include Community Services Department staff including Tamra Goettsch, Danielle Gonzalez, Kelli Weese, Krista Ulm and Lorrie Biggs, as well as consultant services.

	Project Element	Expected Timeline	Team Members
Phase II	Project Commences (upon award)	January 2022	Danielle Gonzalez
	Contracted Project Manager Solicitation, Selection and Contract Execution	January 2022-June 2022 (6 months)	Danielle Gonzalez, Kelli Weese, Krista Ulm and Tamra Goettsch
	Sediment Disposal Location(s) Identification, CRITICAL Milestone	August 2022-February 2023 (6-7 months)	Danielle Gonzalez, Contracted Project Manager
	Site Testing, Dredge, and Disposal Engineering	March 2023-February 2024 (12 months)	Danielle Gonzalez, Contracted Project Manager
	Permitting Applications Response Time and Construction bidding	February 2024 to August 2024 (6-7 Months)	Danielle Gonzalez, Contracted Project Manager
	ALL CONTRACTS MUST BE COMPLETED FOR CONSTRUCTION NO LATER THAN DECEMBER 2024		
Phase III	Construction during Work Window, must be completed in Winter Reservoir Draw Down Periods	Fall 2024- Fall 2025 (1-2 Winter Seasons)	Danielle Gonzalez, Contracted Project Manager
	Completed Projects	December 2026	Danielle Gonzalez
Admin.	Ongoing Project Monitoring of Contractor, Support, and Reporting	January 2022 to Phase III completion	Danielle Gonzalez, Contracted Project Manager, Krista Ulm, Lorrie Biggs, Kelli Weese and Tamra Goettsch

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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

   The Detroit Marinas Excavation and Resiliency Project meet the criteria for:

   2. Negative Economic Impacts – 11. Aid to Tourism, Travel or Hospitality

   Including the following eligible use category specified in the American Rescue Plan Act:

   To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

   During the COVID-19 pandemic, tourism related industries, including the Detroit Marinas, were forced to close during the Spring/Summer of 2020. The proposed project will aid the marinas, and in turn provide additional stability to all the related businesses and industries in the Santiam Canyon region.

   a. Describe how the project meets the ARPA period of performance.

   The County expects that ARPA funds for construction will be obligated no later than December 2024 and the county expects all projects made possible using ARPA funds will be completed no later than December 31, 2026. The critical pathway for this project hinges on securing a nearby location to dispose of the dredged material of approximated 162,000 cubic yards no later than 2023.

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.

   Detroit Marina Excavation and Resiliency Project are listed as an action / task within the Marion County 2020 Strategic Plan through Goal 5 – Economic Development stating:

   1. *Continue to advocate for excavating the Detroit Marina and finding alternative strategies to draining Detroit Lake, recognizing the impact to economic development and water supply in the N. Santiam Canyon and Salem.*

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

   The Detroit Marina Excavation and Resiliency Project is proposed to be managed by Marion County through its Community Services Department. All reporting and funding allocation requirements will be coordinated among the Marion County Legal and Finance Departments in accordance with adopted contracting rules.

   Marion County has been a recipient and sub-recipient in the past and has a clean federal audit. Publicly available Federal Grant Compliance Reports since 2018 have indicated that Marion County has complied in all material respects with the compliance requirements for its major federal programs. The Federal Grant Compliance Report for 2020 is available on our website at https://www.co.marion.or.us/FIN/Pages/Financials.aspx

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Marion County Community Services Department understands that it must comply with the Financial and Performance Reporting Requirements as detailed by the U.S. Treasury's CSLFRF Compliance and Reporting Guidance, Part 2. Marion County understands that project reporting requires quarterly Project and Expenditure Reports, due within 15 days of the close of each quarter in the County's fiscal year. Marion County further understands that project reporting requires annual Performance Reports, due within 15 days following the close of the County's fiscal year.

Marion County Community Services will leverage the expertise of the project's team members to ensure that all reporting requirements are managed and submitted for the proposed project in accordance with federal requirements and those set forth by the County.

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

It is anticipated that Marion County will continue to utilize Phase One relationships built and in coordination with the City of Detroit, Business Oregon, Detroit Lake Marina, Kane's Marina, State and Regional Recreation and Travel Organizations, U.S. Forest Service and the Detroit Lake Business and Recreation Association.

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

Once sediment material has been successfully moved to an approved location, the project will be complete until future sediment inflows dictate the need for further excavation.

The marinas will maintain the land above the high water mark as required by their lease. The U.S. Forest Service is expected to maintain the property that is the jurisdiction of the U.S. Army Corps of Engineers and up to the high water mark for the Detroit Reservoir.

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.

Phase I Grants to Date	Detroit Marina	Kane's Marina	Santiam Ice Company	Consultant/ Project Management	Total by Entity
Oregon State Marine Board	$35,603	$11,687			$47,290
Marion County	$35,000	$20,000	$25,000	$35,000	$115,000
Business Oregon				$15,000	$15,000
Total	$70,603	$31,687	$25,000	$50,000	$177,290

Previously submitted federal earmark requests to the federal legislators in 2021 have been passed over on this project. In 2018, this project was submitted for funding to the Oregon Regional Infrastructure Fund. While the project made it to the final round, it was not selected.

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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.

    Both marinas involved in this project have contributed to this resiliency project as indicated above. The costs to the marina owners for the permit applications submitted to the U.S. Army Corps of Engineers have not been captured.

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

    If the total ARPA funding request is not granted, the county will need to find a different source of funding for this project. Marion County Economic Development is funded with revenue from the Oregon Video Lottery and has allocated some of its funding in the past for the Detroit Marina's project. However, the scope of the Detroit Marina's project requires more funding than is currently available. If this project is not funded through County ARPA funds, future requests for other resources need to occur.

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.

    In order to meet the project deadlines, the County intends to contract out the location selection, permit consulting, engineering, and construction management portions of the project. The relevant state and federal agencies have already been engaged with this project and have weighed in on what remains unresolved. Once a suitable location for the sediment is selected the remaining engineering and planning can occur.

Project Components	Status
Land Survey Complete	Complete
Piling Dredge Plan	Complete
Heritage & Archeology Study at Excavation Site Complete	Complete
Draft Biological Assessment Complete, NMFS states it is SLOPES Compliant	Complete
Application Joint Permit Applications have been submitted to USACE	Submitted, in "Withdrawal" status and can be re-opened when ready
Department of State Lands Public Noticing and Comment Period	Complete
Sec. 408 Permit Application	Not Started
NEPA Process	Will be handled by USACE if necessary
Dredging, Inundation, Construction, and Transport Plan to include water disposal plan, stabilization plan, and contingency plan for weather.	Not started
In-Water Work Window Variance to DSL	Not started

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Sediment Evaluation Framework Development to include excavation plan, sequencing, layering, upstream or downstream placement, seasons of work, and sediment exposures	Not started
PSET Review and possible Solid Waste Letter of Authorization if required	Not started
Sec. 404 Permit may be needed	Not started

Additional components were completed under Phase One in 2016-2018 due to the urgent business upgrades of the marina properties to diversify their revenue streams and replace wastewater pumps.

13. Provide any additional information related to the project.
    N/A

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Attachment 1. Attestation Form

APPLICANT NAME: Marion County Community Services Department

ADDRESS: P.O. Box 14500, 555 Court Street NE, Salem, OR 97309

TELEPHONE NUMBER: 503.588.7975 EMAIL: tgoettsch@co.marion.or.us WEB SITE: www.co.marion.or.us

TAXPAYER ID NUMBER: 93-6002307 DATE/STATE OF INCORPORATION: Marion County is a political subdivision of the State of Oregon

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

CERTIFICATION/LICENSE NUMBER: N/A

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;

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

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

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

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

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

Authorized Signature:

Print Name: Tamra Goettsch

Title: Community Services Department Director

Contact Person (Type or Print): Danielle Gonzalez

Telephone Number: (503) 588.7975

Contact Person Email: dgonzalez@co.marion.or.us

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

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Detroit Marina's Project Budget

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

CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	**$ 3,953,956.02**
Materials and Services					**$ 3,627,160.00**
Consultant and Project Management (Contract)	External	$ 120,000.00	$ 50,000.00	Local	$ 170,000.00
Engineering and Design (Contract)	External	$ 135,000.00			$ 135,000.00
Permitting	External	$ 15,000.00			$ 15,000.00
Detroit Marina Strategic Excavation Construction (Contract)	External	$ 1,242,442.00			$ 1,242,442.00
Kane's Marina Strategic Excavation-Mobilization Construction (Contract)	External	$ 2,064,718.00			$ 2,064,718.00
					$ -
Equipment or Capital Purchases					**$ -**
					$ -
					$ -
					$ -
Personnel Costs					**$ 138,512.40**
Management Analyst 2	Internal	$ 96,766.80			$ 96,766.80
Community Services Director	Internal	$ -			$ -
Economic Development Coordinator	Internal	$ 17,404.40			$ 17,404.40
Contracts Specialist 1	Internal	$ 13,761.80			$ 13,761.80
Budget Analyst 2	Internal	$ 10,579.40			$ 10,579.40
Administrative					**$ 188,283.62**
County Administrative Charges	Internal	$ 188,283.62			$ 188,283.62

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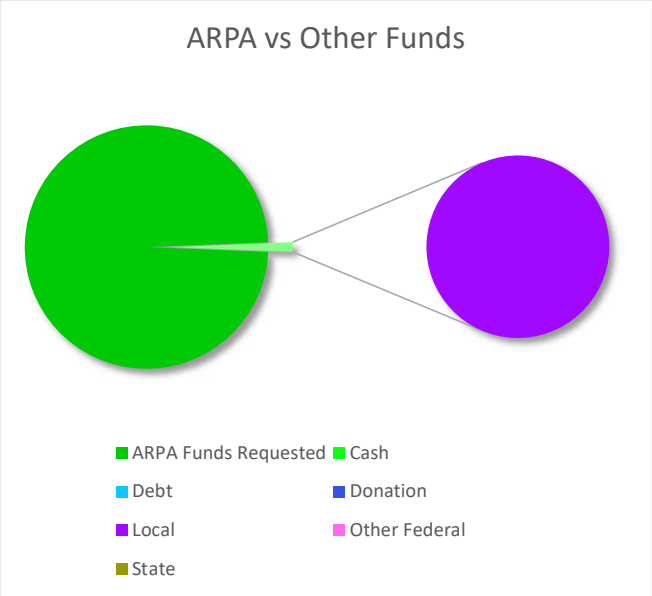
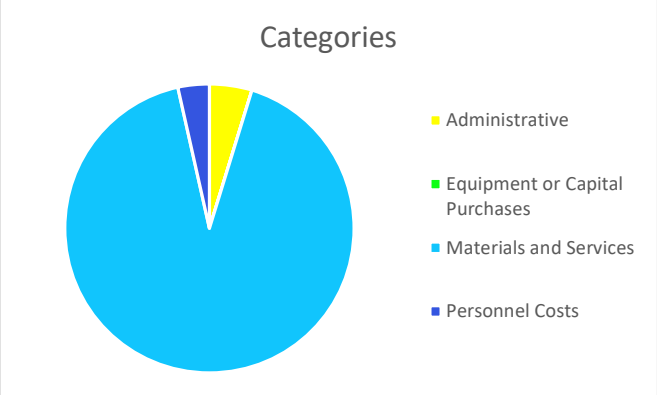
Project Budget Summary - Detroit Marinas

Total Project Budget	$ 3,953,956.02
ARPA Funds Requested	$ 3,903,956.02
Other Funds	$ 50,000.00
Cash	$ -
Debt	$ -
Donation	$ -
Local	$ 50,000.00
Other Federal	$ -
State	$ -



Total Project Budget	$ 3,953,956.02
Categories	
Administrative	$ 188,283.62
Equipment or Capital Purchases	$ -
Materials and Services	$ 3,627,160.00
Personnel Costs	$ 138,512.40



Total Project Budget	$ 3,953,956.02
Internal	$ 326,796.02
External	$ 3,627,160.00

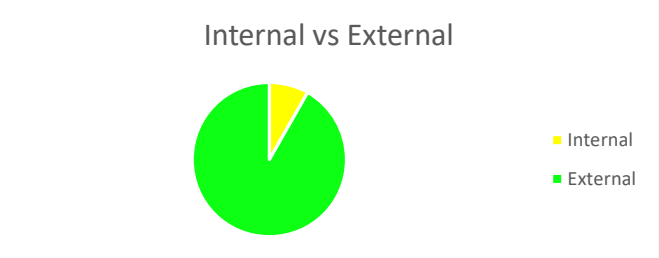


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EXHIBIT B

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

- Contracts for more than the simplified acquisition threshold currently set at $100,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

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requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Department wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Department must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

    - Department must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this MOU and applicable state or federal law.

    - If Department expends federal awards in excess of $750,000 in a fiscal year, Department is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Board within 30 days of completion.

    - Department must save, protect and hold harmless Board from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this MOU. Department acknowledges and agrees that any audit costs incurred by Department as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any

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other agreement between Department and Board.

- System for Award Management. Department must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Department must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Board) the unique entity identifier required for SAM registration.

- Whistleblower Protection Act. Department must comply and ensure the compliance by subcontractors, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Department must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- See § 200.323 Procurement of recovered materials.

- Recordkeeping Requirements. Department must maintain records and financial documents for five years after all funds have been expended or returned to the Board. Board may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

- Department must agree to provide or make available such records to the Board upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal

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governments.

- Equipment and Other Capital Expenditures. Department shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 2 CFR Part 200.311, 200.313 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with the federal funding.

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

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Exhibit C – Federal Funding Information For Subrecipients
As Required By 2 CFR 200.331(a)[1]

1. Federal Award Identification	
(i) Subrecipient Name:	
(ii) Subrecipient DUNS #:	
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	
(v) Subaward Period of Performance (Start & End Date):	
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal Award committed to Subrecipient by PTE	
(vii) Federal Award Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	
b) Pass-Through Entity,	
c) Contact info for awarding official:	
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	
b) Program Name:	
c) Is the award Research & Development? (Yes/No)	
d) Indirect Cost Rate for Federal award:	
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
3. Additional Requirements or Comments (if any)	
Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark N/A.	

[1]Subrecipient 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).

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:		CMS Number:	

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 you 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**

**Organizations that receive first tier subawards or subcontracts >$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

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Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

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

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

Definition of Compensation

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

**Organizations that receive first tier subawards or subcontracts >$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

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Exhibit E

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

Capital Expenditure Justification Form

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

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

Organization Name:	Marion County
Organization Contact Completing Form:	
Date:	
Project Name:	Detroit Marina Excavation and Resiliency
Expenditure Category:	6.1 Provision of Government Services
Type of Capital Expenditure[1]:	
Specify "Other" Expenditure Type:	
Project Amount:	$ 3,000,000
Project Threshold Per Table 1:	$1M to < $10M
CMS # (Marion County to Complete)	4570

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:

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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	

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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

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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.

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Exhibit G - Marion County Disbursement Request

Recipient: **Project Number:**

Project Name: **Date:**

Funding Program: **Final Draw?** ☐ Yes ☐ No

Assistance Listing (CFDA#):

Reporting Period:	to	

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

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

Authorized Signature and Title	Date
Authorized Signature and Title (if necessary)	Date
Project Contact for Payment Notification	Phone Number
Email Address	

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

Dollar Amount	**Costing**	**PO #** / **CMS #**
$ -		

Authorized Signature and Title	Date
Authorized Signature and Title	Date
Authorized Signature and Title	Date

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

Additional Information Required:

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

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Marion County Disbursement Request Detail

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

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