



595 Main Street, Aumsville, OR 97325  
Office: (503) 749-2030 ~ FAX: (503) 749-1852  
Email: [rharding@aumsville.us](mailto:rharding@aumsville.us)

# PUBLIC MEETING NOTICE

## AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

**MONDAY, JUNE 27, 2022**

## **A G E N D A**

**1) CALL TO ORDER: 7:00PM**

- a) Approve Agenda

**2) PRESENTATIONS, PROCLAMATIONS, & VISITORS**

- a) **Public Comment:** Due to the COVID-19 Virus Council will conduct the meeting in-person and via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes when commenting on items other than Public Hearings, when listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at [rharding@aumsville.us](mailto:rharding@aumsville.us) by noon on June 27, 2022.
- b) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email [crogers@aumsville.us](mailto:crogers@aumsville.us) to request log in instructions. Information will also be posted on our website <https://www.aumsville.us/citycouncil/page/city-council-regular-meeting-108>

**3) CONSENT AGENDA:** (Action) Council Meeting June 13, 2022 Minutes

**4) OLD BUSINESS: None**

**5) NEW BUSINESS: (Action)**

- a) Marion County Subrecipient Agreement BO-4565-22 ARPA Funds
- b) Department of Administrative Services Grant Agreement No. 107-2022-5202-77
- c) Westech Engineering Design Service Contract – New Public Works Facility
- d) Caakes Unlimited Agreement – Skateboard Competition August 14, 2022
- e) Oregon Beverage Services Agreement – Party in the Park August 19, 2022

**6) CITY ADMINISTRATOR REPORT:** (Information)

- a) Review Check Register June 7, 2022 through June 15, 2022

**7) MAYOR AND COUNCILORS REPORTS**

**8) GOOD OF THE ORDER:** Other Business May Come Before the Council at This Time

**9) CORRESPONDENCE: None**

**10) ADJOURNMENT REGULAR MEETING**

**11) Executive Session: None**

The City of Aumsville does not and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.



595 Main St. Aumsville, Oregon 97325  
(503) 749-2030•TTY 711•Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

## **AUMSVILLE CITY COUNCIL**

### **June 13, 2022 Meeting Minutes**

Mayor Derek Clevenger called the meeting to order at 7:00 PM. Present in-person were Councilors Nico Casarez, Doug Ecclestone, Angelica Ceja, Walter Wick, City Administrator (CA) Ron Harding, Finance Officer Josh Hoyer, and City Clerk Colleen Rogers. Mayor Derek Clevenger and Councilor Scott Lee joined via Zoom Conference call. Council absent: Della Seney. The meeting was video recorded to be released later.

**AGENDA APPROVAL:** Mayor Clevenger called for a motion to approve the agenda. Councilor Casarez moved to approve the agenda as presented by staff. Councilor Wick seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Wick, and Mayor Clevenger. No: None.)

**VISITORS:** There was one in-person visitor and one online attendee.

CA Harding introduced Interim Police Chief Bill Steele. Chief Steele will be assisting in the recruitment and hiring process to fill retired Chief Schmitz' position. CA Harding explained that Chief Steele's experience and resume are phenomenal. Chief Steele gave a brief overview of his experience which began 26 years ago in Washington County and he recently retired from the Tualatin Police Department after serving six years as their Chief of Police. He is excited to be joining the Aumsville Police Department and is looking forward to being able to help.

**CONSENT AGENDA:** Councilor Casarez moved to approve the consent agenda as presented. Councilor Ceja seconded the motion. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Wick, and Mayor Clevenger. No: None.)

#### **PUBLIC HEARINGS:**

##### **State Revenue Sharing Hearing**

Mayor Clevenger opened the public hearing at 7:05 PM. CA Harding gave the staff report. He explained that the city must provide two opportunities for public comment over the proposed use of the funds before we receive the State Revenue Sharing funds. These opportunities to comment were at the Budget Committee Hearing and tonight at the Council Budget Hearing. CA Harding and Finance Officer Hoyer also conducted a community Budget Q & A session held by the city in the community center last month. CA Harding stated that, currently, the shared revenue funds are allocated to the Park Fund for operations as a matter of policy and while the community has been very supportive of our parks system, we still need to go through this process. Even if we get comments, it doesn't obligate the council or budget committee to divert funds to any request. It simply allows community members to participate on their individual priorities.

Mayor Clevenger asked if there were any public comments and there were none. Council then discussed possible uses of the State Revenue Sharing funds. Consensus was that our parks are a big part of our quality of life and funds should remain in the Park Fund.

Mayor Clevenger closed the hearing at 7:07 PM with no further Council deliberations.

Council Decision: Councilor Casarez moved to approve Resolution No. 06-22 A RESOLUTION CERTIFYING MUNICIPAL SERVICES as presented. Councilor Ceja seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Wick, and Mayor Clevenger. No: None.)

Councilor Casarez moved to approve Resolution No. 07-22 A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES as presented. Councilor Ecclestone seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Wick, and Mayor Clevenger. No: None.)

### **2022-2023 Budget Hearing**

Mayor Clevenger opened the public hearing at 7:09 PM. CA Harding gave the staff report, stating that the budget document before Council is the same budget that was presented at the Budget Committee Meeting. Overall, the city is in a good, sustainable position.

Mayor Clevenger asked if there was any testimony, comments, or questions.

There being none, Mayor Clevenger closed the public hearing at 7:12 PM with no further Council deliberations.

Council Decision: Councilor Casarez moved to approve Resolution No. 08-22 A RESOLUTION ADOPTING THE 2022-2023 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES as presented. Councilor Ecclestone seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Wick, and Mayor Clevenger. No: None.)

**OLD BUSINESS:** CA Harding's evaluation. Councilor Ceja coordinated the process and stated that CA Harding continues to do a wonderful job within his role. Only suggestion was to continue working on improving communication. CA Harding thanked Council for their feedback. These annual evaluations help him to know where he may need to adjust. After a brief discussion, Council consensus was that Councilor Ecclestone would coordinate the evaluation in 2023.

### **NEW BUSINESS: None**

#### **CITY ADMINISTRATOR REPORT:**

The city facilitated the G-3 Restaurant ribbon cutting for their grand opening. Owner Treva Gambs provided a nice celebration with live music and food. He added that some of our council members and a couple County Commissioners were also in attendance.

At a previous meeting Council tasked CA Harding to research other cities that allow artificial turf in the front yard. This was after a citizen inquired about our ordinance restrictions for this type of landscaping. He stated that he checked with six other cities to see how they have addressed it in their regulations and found that most of them didn't have any regulations regarding artificial turf. He explained that changing the wording in our ordinance so that it doesn't prohibit artificial turf is a simple change. However, changing the development ordinance, no matter how minor, is

expensive and could take up to a year to go through the review and approval process. He suggested that we wait until we can combine it with additional changes. He consulted with the city attorney about how we could assist citizens in the meantime. It was resolved that the citizen could apply for a minor modification that would go before the Aumsville Planning Commission for review where they could put specific conditions on the approval. An internal policy would need to be developed to set guidelines for decision making. Consensus of Council was for CA Harding to move forward with developing a policy and, to prepare for a future change to the development ordinance that would not prohibit artificial turf.

Super Hero Carnival on June 25<sup>th</sup> is shaping up to be a great event this year. We've had a lot of sponsor and volunteer interest. We will also do the ribbon cutting ceremony for Maude's Village at 10:00 AM during Saturday Market that same day. CA Harding talked about the criteria for vendors that are eligible for inside Maude's. He added that, with the timing of completion of the building, we would probably not get the building full of vendors this year, as many have already committed to other markets. However, we are working with vendors that would create a draw to the market for next year.

Upgrades to the front of the community center: A new brick facade is being installed on the front of the building that will help the aesthetic of the building and lesson sound issues from traffic on Main Street. We are in the process of installing an electronic reader board next to the bus shelter. This sign will be used to inform citizens of things going on in our community. CA Harding asked if Council wanted any of these contracts to come before them. The consensus was that, unless the cost changes dramatically or is outside the approved budget, CA Harding could simply hire these small project contractors.

**MAYOR/COUNCIL REPORTS AND INITIATIVES:** Factory chicken farms.

Mayor Clevenger included a draft letter in the council packets. He stated that he would be signing it and sending it to Governor Brown's office and other council members are welcome to sign the letter if they would like to.

**GOOD OF THE ORDER:** Mayor Clevenger updated Council on his work schedule. He stated that he will be back in town in time for the Super Hero Carnival and Saturday Market. It was discussed and agreed that at least one Council member will be present each week for Saturday Market.

**CORRESPONDENCE: NONE**

The regular meeting adjourned at 7:38 PM

---

Derek Clevenger, Mayor

---

Ron Harding, City Administrator



595 Main St. Aumsville, Oregon 97325  
(503) 749-2030 • TTY 711 • Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

## **STAFF REPORT**

**TO:** City of Aumsville City Council

**FROM:** Ron Harding, City Administrator

**SUBJECT:** Grant contract BO-4565-22 sub-recipient agreement between Marion County, Oregon, and the city of Aumsville, Oregon.

**RECOMMENDATION:** Authorize City Administrator Harding to sign the Subrecipient agreement for ARPA funds.

### **BACKGROUND:**

The city has applied for numerous grants with both State and Federal government organizations to assist with improving infrastructure needed within the wastewater system improvement requirements. This grant contract will help design and engineer the new Wastewater Facility Plan.

The terms of the grant are within the contract. This is a reimbursement contract so it will require project management and city funds. With the large contract and number of reimbursable grants, we may need a short-term loan for a project this size but are trying to manage the funds within existing budgets.

There are several specific federal fund requirements, including particular reporting criteria and single-year federal audits. The City Administrator is also looking for assistance in managing these federal requirements as federal grants have much more contract management efforts.

Please review this agreement so Council is aware of the city's obligations to accept these funds.

**MOTION:**

- Authorize City Administrator Harding to sign the Grant Contract BO-4565-22 Sub-recipient Agreement between Marion County, Oregon, and the City of Aumsville, Oregon, in the amount of \$1,000,000 for our wastewater system.
- Authorize City Administrator Harding to sign the Grant Contract BO-4565-22 Sub-recipient Agreement between Marion County, Oregon, and the City of Aumsville, Oregon, in the amount of \$1,000,000 for our wastewater system as modified by:
- Move to remand back to staff for revisions as directed.



# Contract Review Sheet

BO-4565-22

Grant Agreement #: BO-4565-22 Amendment #: \_\_\_\_\_

Contact: Camber Schlag Department: Board of Commissioners

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

Title: ARPA Aumsville Wastewater Facility Project

Contractor's Name: City of Aumsville

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

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

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: RFA CMS # 1024

### Description of Services or Grant Award

2021 Marion County ARPA Funds Grant Award for: Aumsville wastewater treatment system update.

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

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

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

### FOR FINANCE USE

Date Finance Received: 5/24/2022 Date Legal Received: \_\_\_\_\_

Comments: Y

### REQUIRED APPROVALS

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

Finance - Contracts

DocuSigned by:  
Carnie Graham  
C5B30F42D03469...  
5/26/2022  
Date

Contract Specialist

DocuSigned by:  
Jane E Vetto  
D0CFC5B04B9F483...  
5/26/2022  
Date

Legal Counsel

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

Chief Administrative Officer





MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 8, 2022

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

Audio/Visual aids

Contact: Camber Schlag Phone: 503-566-3944

Department Head Signature: Jan Fritz

TITLE: Approval of the American Rescue Plan Act (ARPA) Subrecipient Agreements

Issue, Description & Background: In June 2021, Marion County received the federal ARPA Allocation of \$67M. Through a grant application process, the Board approved various eligible projects and awarded funds to cities located within the county.

Financial Impacts: All projects are funded through the American Rescue Plan Act, Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund

Impacts to Department & External Agencies: Several cities are receiving funding to support critical programs and infrastructure.

Options for Consideration: A) Individually approve the ARPA Agreements B) Individually decline the ARPA Agreements C) Take no action at this time

Recommendation: Individually approve the Subrecipient Agreements

List of attachments: City of Aumsville, Wastewater System City of St. Paul, Water System Improvements City of Donald, Water Drinking Wells City of Gates, Water System Improvements City of Hubbard, Water System Improvements City of Jefferson, Water Treatment Plant City of Mill City, Wastewater Improvements City of Mt. Angel, Marquam Wastewater Line Project City of Stayton, Ida Street Sanitary Pipe Project City of Sublimity, Water System Improvements City of Turner, Water Booster Pump Station City of Turner, Storm Drain Project City of Gervais, Wastewater Pump Station

Presenter: Camber Schlag, Debbie Gregg and Chris Eppley



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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

Copies to:

Camber Schlag, cschlag@co.marion.or.us

**MARION COUNTY  
SUBRECIPIENT AGREEMENT  
BO-4565-22**

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

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **City of Aumsville**, a *unit of local government*, hereinafter referred to as "Subrecipient".

**Recitals**

- A. WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B. WHEREAS, units of local government may be impacted by the pandemic and receive ARPA/SLFRF assistance as a subrecipient, per U.S. Treasury 31 CFR Part 35; and
- C. WHEREAS, the total SLFRF funds to the County, as published by the US Treasury, is \$67,559,569, may award funds to units of local government that meet ARPA/SLFRF eligibility requirements; and
- D. WHEREAS, the Subrecipient, a unit of local government, submitted an application to the county for SLFRF relief funds to support Aumsville Wastewater System; and
- E. WHEREAS, the County intends to allocate a portion of its SLFRF funds to assist cities within Marion County to make necessary investments in Infrastructure; in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and
- F. WHEREAS, during a meeting on January 26, 2022, the Board of Commissioners approved the application from the Subrecipient; and
- G. WHEREAS, as a Subrecipient, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

**Agreement**

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

**1. Incorporation**

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

- Exhibit A (The Application)
- Exhibit B (Required Federal Terms and Conditions)
- Exhibit C (Federal Funding Information for Subrecipients)
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)
- Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

**2. Term of Agreement**

Unless terminated or extended, this Agreement covers the period **March 3, 2021 through December 31, 2026**. Subrecipients costs must be obligated by December 31, 2024 and must be expended by December 31, 2026.

**3. Work to be Performed**

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

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

**4. Consideration; Reporting**

- a. The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of **One Million Dollars** (\$1,000,000.00) (the “Grant”). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.
- b. Subrecipients may use ARPA/SLFRF funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Costs must comply with 2 CFR 200 Subpart E - Cost Principles and be adequately documented and supported, including requirements for personnel compensation and fringe benefits as identified in 2 CFR 200.430 & 200.431. Indirect Costs or general overhead costs have not been approved for this project.
- c. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The County shall provide the report templates to the Subrecipient no later than June 15, 2022. See Exhibit F for reporting due dates and requirements.

**5. Funding Appropriation**

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

**6. Requests for Funds**

a. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

b. Grant distributions will be made by the County:

Monthly or upon request to the County with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. The exhibit and supporting documentation shall be sent to [ARPArecovery@co.marion.or.us](mailto:ARPArecovery@co.marion.or.us) or.

One-time distribution to the Subrecipient upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. Exhibit G shall be sent to [ARPArecovery@co.marion.or.us](mailto:ARPArecovery@co.marion.or.us).

**7. Nonexclusive Remedies Related to Funding**

a. Withholding of Grant Funds from Request

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

b. Redistribution or Retention of Funds

i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients or retain such Grant funds for other County use.

ii. Beginning in December 2023, if fifty percent of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients or other County use.

iii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

c. **Reservation of Right to Recapture**

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

**8. Termination**

- a. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.
- b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
- i. Subrecipient fails to fulfill timely any of its obligations under this Agreement;
  - ii. Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
  - iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
  - iv. Funding for grant programs are denied, suspended, reduced or eliminated;
  - v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
  - vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
  - viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as

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

**9. Conflict of Interest**

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

**10. Governing Law; Venue; Consent to Jurisdiction**

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

**11. No Third-Party Beneficiaries**

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

**12. Notices**

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

County Contact Person: Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.  
Contact Telephone Number: 503-589-3290  
E-Mail Address: [ARPAREcovery@co.marion.or.us](mailto:ARPAREcovery@co.marion.or.us)  
Mailing Address: 555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

**13. Confidentiality**

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

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

**14. Dual Payment**

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County.

**15. Monitoring Required**

**a. County Authorized to Monitor Subrecipient**

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure



that the ARPA/SLFRF program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the ARPA/SLFRF program; and that ARPA/SLFRF program performance goals are achieved.

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

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

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

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

b. Subrecipient Noncompliance

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

c. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is

reasonable to ensure compliance with applicable ARPA/SLFRF program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

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

**16. Remedies**

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

**17. Expenditures Properly Supported**

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

**18. Unallowable Costs and Lobbying Activities**

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If

Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

**19. Disallowance of Costs**

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

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

**20. Records Maintenance**

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

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

**21. Records Access**

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

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

**22. Audits**

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

**23. Subcontractor Agreements**

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the

Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

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

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

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

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

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

#### **24. Insurance and Workers Compensation**

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

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

**25. Subrecipient Status**

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

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

**26. Captions**

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

**27. Severability**

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

**28. Execution and Counterparts**

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

**29. Grant Funds**

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

**30. Indemnity**

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

**31. Subrecipient Procurements**

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

Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

**32. Prevailing Wage**

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

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
  - i. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
  - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
  - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
    - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
    - 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
    - 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
    - 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- b. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

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

**33. Attorney Fees**

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

**34. Time is of the Essence**

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

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

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

**36. Amendments**

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

**37. Merger Clause**

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

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

**38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE**

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

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

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



**SIGNATURE PAGE**

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

Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name (Type or Print): Ron Harding  
Date: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: rharding@aumsville.us  
Subrecipient Address: \_\_\_\_\_

Primary Contact Person (Type or Print): \_\_\_\_\_  
Primary Contact Telephone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Fiscal Contact Name (Type of Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:**

Dan B... 6/8/2022  
Chair Date

Colleen Willis 6/8/2022  
Commissioner Date

Kim Cam... 6.8.2022  
Commissioner Date

Authorized Signature: Jan Fritz 5/26/2022  
DC16351248DE4EC... Date  
Chief Administrative Officer

Reviewed by Signature: Jane E Vetto 5/26/2022  
D0CFC5B04B9F483... Date

Reviewed by Signature: Camber Schlag 5/24/2022  
CSB2F3DF257F444... Date  
Marion County Legal Counsel

Marion County Contracts & Procurement Date

**EXHIBIT A**  
**THE APPLICATION**

*[The Application on Next Page]*



# 2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

**Organization Name:** City of Aumsville  
**Project Title:** Aumsville Wastewater System  
**ARPA Funding Category:** Water/Sewer Infrastructure

## I. Organization Information

Legal Name of the Organization: \* City of Aumsville

Doing Business As (DBA) Name (if applicable): \_\_\_\_\_

Employer Identification Number (EIN): \* 93-0512929

DUNS Number: \*\* 957164742

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

Organization Street Address: \*595 Main Street

City: Aumsville State: \_\_Oregon\_\_ Zip Code: 97325

Organization Mailing Address: \_\_\_\_\_  
(if different from street address)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Organization Website: \* <https://www.aumsville.us/>  
(Please enter "N/A" if none)

Applicant Name: \* Ron Harding

Applicant Title: \* City Administrator

Applicant Mailing Address: \_\_\_\_\_ 595 Main Street \_\_\_\_\_  
(if different from organization mailing address)

City: \_\_\_\_\_ Aumsville \_\_\_\_\_ State: \_\_\_\_\_ Oregon \_\_\_\_\_ Zip Code: \_\_\_\_\_ 97325 \_\_\_\_\_

Applicant Phone: \* (503) 749-2030 Applicant E-mail: \* [rharding@aumsville.us](mailto:rharding@aumsville.us)

Project Contact: Steve Oslie Public Works Director, Matt Etzel Assistant Public Works Director  
(If different from applicant)

Project Contact Phone: (503) 749-1185 Project Contact E-mail: [Soslie@aumsville.us](mailto:Soslie@aumsville.us),

[metzel@aumsville.us](mailto:metzel@aumsville.us)

\* Response required for application to be considered complete

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

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

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

City of Aumsville is looking to fund updates to the wastewater treatment system. Engineering for the project will start next year and construction is expected to start no later than 2024, to be completed by 2026. The total estimated budget is \$22,283,000.00 including contingencies.

The project will be managed by our City Administrator, Ron Harding in coordination with our Public Works Director, Steve Oslie, and our Assistant Public Works Director, Matt Etzel. They will oversee budgetary, construction management, and regulatory requirements for the project. The City of Aumsville Engineer of Record, Westech Engineering, will be the project manager handling the scoping, bidding, and awards for the project. They will manage the contractors, suppliers, and sub-contractors, and will sign off on each phase of construction. The lead engineer for this project is Chris Brugato. Westech is a very reputable firm with many years experience in the water and wastewater field and has a good history completing many wastewater projects.

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

1. The City of Aumsville owns and operates the wastewater lagoon facility that serves 1,366 user connections. Treatment is provided by a four-cell lagoon system. The first two cells have mechanical aerators, cells 3 and 4 do not. The effluent is then disinfected with the addition of chlorine in a contact chamber. At the downstream end of the contact chamber sulfur dioxide gas is added to remove total chlorine prior to discharge to the waterway. The treatment plant is operated under a National Pollution Discharge Elimination System (NPDES) permit that is authorized by the Oregon Department of Environmental Quality (DEQ). This permit allows for treated effluent discharge into Beaver Creek from November 1 through April 30 of each year. The remainder of the year, we own 83 acres of farmland to the south of the city of which 53 acres is currently irrigated with treated effluent. Both of these discharge points will lack capacity needed for growth within 10 years.

This system was originally built in the 1960s, cells 1 and 2. In the late 1970s the additional two cells were added and other plant improvements. The operational scheme is the same to this day with raw wastewater split between cells 1 and 2, effluent from these cells routed to cell 3, then on to cell 4. In the time since these lagoons were built, the sludge has never been removed. There are 60-70 years of sludge build-up in these lagoons.

In the 2000's the sulfur dioxide gas was added to dechlorinate the effluent before being discharged into the waterway. The chlorination contact chamber and dechlorination facility do not have capacity needed as flows have increased over the years and will need to be upsized. In 2007 and new influent pumpstation and headworks were constructed.

In 2011 the city installed the irrigation pump station and pipeline to the irrigation site. No major improvements have been made since 2011.

To protect the water quality of the receiving stream, the NPDES permit includes effluent limits for ammonia. The treatment plant utilizes treatment lagoons which are unable to reduce effluent ammonia concentration below the levels required in the permit. In order to achieve compliance with the new permit, the City is going to need to make major upgrades to the treatment system. This is needed to protect the water quality of Beaver Creek and the downstream waterways. Wastewater lagoons are not capable of reducing ammonia concentrations to the levels listed in the permit. Due to the effluent ammonia levels being above the permit, the City entered into a Mutual Agreement and Order (MAO) with DEQ in January 2020, that included a compliance schedule for making the improvements needed to bring the plant back into compliance with the effluent limits set forth in the NPDES permit. In October 2021 the City was issued a new NPDES permit which terminated the MAO with DEQ. This new permit has a schedule for making improvements to bring the effluent back to compliance.

The City also has significant inflow and infiltration issues. The average dry weather flow May through October is approximately 0.35 million gallons per day (MGD). The average flow during wet weather, November through April, is 0.73 MGD. However, we've had daily flows well over 2.0 MGD through the existing lines. No raw sewer overflows have occurred but a significant portion of the collection system during winter months is clean water (stormwater). The original system that was constructed in the 1960s utilized concrete pipe. The joints between pipes were sealed with mortar or rubber joint systems. Over time these joints fail allowing for groundwater infiltration at every joint. There is also significant surface area at the 16 acres of lagoons which allow for rain to simply collect in these lagoons.

During major winter storms, portions of the collection system surcharge due to inadequate trunk sewer capacity and large amounts of infiltration and inflow. The sections of collection system pipe with capacity issues are included in the upgrade needed. These sections of pipe are too small to handle peak sewage flows. These include the Olney Street Sewer, 4<sup>th</sup> Street Sewer, 9<sup>th</sup> Street Sewer, Del Mar Drive Sewer, and 5<sup>th</sup> Street Sewer. These sections have either experienced strong development since they were originally installed or deterioration of the concrete pipe which causes increased infiltration and inflow.

The wastewater system is restricting the opportunity for residential and commercial growth. If we are unable to obtain grant funding and the impact on our resident's bills would be between 140-256% increase in sewer rates for residential customers. Sewer rates alone would be between \$122 and \$178 monthly. On top of the sewer rate, we charge a monthly \$12 public safety fee, and a base rate of \$45 for residential water. This would raise our base monthly utility bills to around \$170-235 for a residential user. This does not include any gallonage usage rates, simply the base usage. A large family or summer watering can increase usage over double the base gallonage.

Aumsville has, and is forecasted to continue to have, one of the greatest growth rates within Marion County at over 2%. Our property costs remain reasonable, and the city's quality of life attracts diverse young families. Our average age of resident is 30.4, well under the Marion County average of 35.1.<sup>i</sup> Our family sizes are larger with the average being 3.7, above the Marion County average of 3.34.<sup>ii</sup> Approximately 15% of our population is Hispanic/Lantix. 942 of our approximately 1400 households in Aumsville make less than \$74,999, 488 make less than \$49,999. <sup>iii</sup> Aumsville's poverty rate is 20.42% compared to the

Marion County rate of 14.23%.<sup>iv</sup> Unfortunately, this impacts our children the hardest with 40.6% being below the poverty level.<sup>v</sup> 12.3% of households in Aumsville receive public assistance income.<sup>vi</sup> The majority of working adults in Aumsville, 95.6%, work outside the city of Aumsville. Growth within the city of Aumsville impacts employers within the county, 85.1% work within Marion County.

Aumsville’s Interchange Development Zone is prime Hwy. 22 frontage. Its zoning would allow for high job creation. The development of this property would have a positive impact on the east Marion County region by increase job opportunities, increasing shopping opportunities, and allowing for people to work within the communities they live.

There is a positive environmental impact from this project due to our current inability to meet ammonia levels in NDPES permit. According to Oregon Department of Fish and Wildlife (ODFW), Beaver Creek in the vicinity of the outfall provides habitat for Spring and Fall Chinook, Coastal Cutthroat, and Winter Steelhead.<sup>vii</sup> Chinook Salmon (*Oncorhynchus tshawytscha*) and Steelhead (*Oncorhynchus mykiss*) are both listed as Threatened in the Upper Willamette River distinct population segment (DSP).<sup>viii</sup> The Designated Fish Use for this reach is Salmon and Trout Rearing and Migration.<sup>ix</sup> There is a bridge about 575 feet upstream from the outfall that could be used for cover by rearing or migrating fish species. The City of Aumsville has a drinking water source area about ¾ mile south of Beaver Creek. Beaver Creek is tributary that contributes to the Willamette River, which is a drinking water source for the City of Wilsonville, OR. There are no ground or surface water drinking water intakes within the vicinity of the outfall and ½ mile downstream of the outfall.<sup>x</sup>

Adding a Sequencing Batch Reactor and mechanical plant and upgrading our sewer pipes would prevent pollution into Beaver Creek by decreasing our ammonia levels, it will also prevent potential sewer overflows as our system is currently above capacity.

Our current wastewater system not only has serious environmental, and health and safety flaws, but it also lacks capacity for growth. The economic impact this could have on the community is tremendous. As it stands, we are restricted on the development of our industrial, commercial, and interchange development zone land based on the need for wastewater services. Building the system would allow for future development which would increase jobs and provide better goods and services to the region.

Receiving grant funds to offset the costs to our community would help keep the inflationary rate of utility charges to a manageable level, thereby allowing Aumsville to continue on its positive growth rate. Aumsville attracts young, working families due to its reasonable cost of living. Increasing the utility costs by over 140% would be a significant impact on most of these families. Aumsville may no longer be a viable choice for a young, working family. By decreasing the cost to consumer, we are allowing more young families to buy or rent a house in Aumsville.

- 2. 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.

Our compliance schedule for meeting the ammonia levels in the NPDES permit will follow our key elements and timeline. We are currently ahead of this timeline and will be able to move completion of construction up 10 months to be completed by the end of 2026.

Compliance Date:	Requirement	Team Member
------------------	-------------	-------------

Within 12 months and annually thereafter (10/1/21)	Submit to DEQ a written Progress Report outlining the progress made towards achieving the final effluent limitations.	City Engineer, Public Works Director and Assistant Director
Within 6 months of permit effective date (4/1/22)	Submit to DEQ a draft Facility Plan that evaluates several alternatives and identifies the permittee's preferred alternative to comply with the ammonia final effluent limits. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments.	City Engineer, Public Works Director and Assistant Director, City Administrator
Within 2 years of permit effective date (9/1/23)	Submit a draft Preliminary Design Report for projects identified in the Facility Plan to DEQ for review and approval. City will request permit modification if needed for chosen alternative in facility plan. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments.	City Engineer, Public Works Director and Assistant Director, City Administrator
Within 4 years of permit effective date (12/1/23)	Submit a draft Final Design for projects identified in the Facility Plan to DEQ for review and approval. Permittee must revise documents in accordance with DEQ comments within 60 days of receiving DEQ comments.	City Engineer, Public Works Director and Assistant Director, City Administrator
Within 6 years of permit effective date (12/31/26)	Complete construction of projects identified in the Facility Plan to comply with the final effluent limits for ammonia.	City Engineer, Public Works Director and Assistant Director, City Administrator, TBH Contractor

There are no easy or affordable options in this. Our current system has obviously been failing to adequately process our wastewater, and furthermore does not have capacity for growth. In our original MAO with DEQ we were required to doing a stream study and update our wastewater facilities plan. We have a draft wastewater facilities plan back from our engineer and are ironing out minor details before it will be accepted by our council.

We analyzed three options as part of the project's scope in order to meet our NDPES permit level ammonia:

Alternative 1 is a Sequencing Batch Reactor, which the total cost would be around \$20,480,000 to build with estimated annual O & M of \$223,567. Alternative 2 is an Aerated Lagoons with MBBR. Alternative 3 is pumping to Salem.

We will be building the sequencing batch reactor in Alternative 1. This option allows for the greatest opportunity for growth and development while keeping the O & M reasonable.

Upgrading the sewer lines is included as the sewer lines lack capacity regardless of the treatment alternatives. Sewer line upgrades can be done at any point and are not dependent on any step of the treatment center build. There is minimal engineering required for the sewer line replacement and, if funded, construction could start within months. Also, there is significant sludge in the lagoons which have never been cleaned. This removal would need to be done prior to the Sequencing Batch Reactor build and is not dependent on engineering.

We currently have a draft wastewater facilities plan which will be submitted to DEQ by the end of the year. Once that is accepted by both City Council and DEQ we can move on to engineering for the Sequencing Batch Reactor.

While completing engineering, we will be upgrading the sewer lines, if funding is received. We can also work on sludge removal at this time. This process will be complete by the time engineering is complete by 2023.

There are portions of this project which will not be dependent upon the engineering, and we may be able to start while the engineering plan is in approval process. These include updates to the headworks and influent pump station and improving the chlorination and dechlorination system.

After engineering, we will submit the final design to DEQ for approval by December 2023. Once approved this project will be put out for bids. We expect to start the applications for permitting at this time.

We will have an accepted and awarded bid by 2024. At this time, pending permitting, we will start construction.

We expect construction to take approximately two years, and to be completed by 2026.

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).  
<https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>*
  - a. *Describe how the project meets the ARPA period of performance.*

This project falls under the expenditure category 5.1 Clean Water: Centralized Wastewater Treatment. We will have completed the engineering and planning for this project by 2023 and will have completed the bid process and awarded the contract for construction by 2024. We expect construction of the project to take upwards of 2 years and the project will be completed by 2026.



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.*

Most of the system improvements have been approved in the City of Aumsville 1999 Wastewater Facility Plan approved by DEQ and in the city's technical plan update in 2016. However new requirements by DEQ related to the approval of the city NDPES permit have created the need to update the city's Wastewater Facility Plan to address these new requirements. During this review, DEQ required the City of Aumsville to enter into a system improvement agreement or MOA. This project is in our improvement plan with DEQ. The first is an updated stream study, which was completed in 2020. The second is an updated Wastewater System Facilities Plan. This plan is currently in its draft stage, and we expect it to be approved shortly. The project is identified in this updated Wastewater System Facilities Plan. The project fits in our required timeline with DEQ to meet our end goal of lowering ammonia levels to meet our NDPES permit.

While many upgrades were needed prior to the MOA, the ammonia requirements added the need for a sequencing batch reactor chamber and mechanical treatment facilities to be included into the updated plan.

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

While the City of Aumsville has never served as a subrecipient for federal funds, we have been a recipient of federal funds. In 2018 we received USDA public facilities grant. We successfully closed this grant in 2019. The city is also managing its own direct distribution of ARPA funds and has receive a \$2.8 million ARPA fund grant from HB 5006 to support new potable water infrastructure. The city also can subcontract with MWVCOG and/or consultants to assist should we need assistance. Our engineering firm, Westech Engineering, was founded in 1968 and has managed as subrecipients for projects in the past.

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

We are working closely with our engineer, Westech, to complete the engineering for this project. We work closely with Tim McFetridge, Julie Ulibarri, and Paul Kennedy at Oregon DEQ to stay on track with our work plan. Should additional assistance be required the city has the ability to contract for that assistance.

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

The maintenance and operation of the completed wastewater project will be funded with utility rate payer connected to the city wastewater utility. The anticipated revenue from sewer billings for the 2021-2022 fiscal year is \$904,000. These rates will increase accordingly to the utility expenses as an enterprise fund system. The additional O&M needed will be included in a rate analysis and adjusted accordingly.

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

Our direct allocation from APRA funds of \$927,918.00 will go towards this project. We have \$786,400 in our sewer improvement fund and \$880,000 in our sewer SDCs which will both also go towards this project. The city has coordinated with our regional solutions team to help identify any additional grant opportunities as well as coordinating with our congressional delegation. We worked closely with Senator's Merkley's office to help support the need for a national infrastructure bill and our hope is when this bill is finally available the rules will allow additional grant funds. Should grants prove to be unavailable the city will be forced to acquire loans to complete the project using the available resources of Business Oregon and USDA Rural Development.

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

We will be applying for additional grants once the facilities plan is approved. We have received a Business Oregon Technical Assistance Grant to help with the cost of the Mixing Zone Study and Wastewater Facilities Plan in the amount of \$20,000. We hope that we will be able to receive grant funds along with any loans needed to complete the project. ARPA funds decrease the amount of money we will have to take out a loan for, therefore decreasing the amount we will need to increase our resident's utility bill.

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

Because this project is required under our NDPES permit, we are committed to building the mechanical facility. We will be applying for grants and low-interest loans. If we do not receive any additional ARPA funds, this will increase the cost burden to residents of Aumsville but will not decrease the necessity of the project.

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.*

Most of the preliminary studies have been completed and the city is simply waiting to get final approval of the updated Wastewater Facility Plan. We have completed a Mixing Zone Study regarding our discharge into Beaver Creek. We have a draft Wastewater Facilities Plan. Our NDPES Permit timeline requirements outline the estimated project deadlines based on DEQs

assumptions. We are currently ahead of this timeline with our draft facilities plan on the schedule to complete by 4/2022 and we have a draft plan to submit to them within a month. We are committed to moving forward this timeline in order to complete the project with the ARPA period of performance.

- 1) Draft wastewater facilities plan to DEQ for response prior to 12/2021
- 2) Submit a draft Preliminary Design Report for projects identified in the Facility Plan to DEQ for review and approval prior to 12/2022
- 3) Completed final design submitted to DEQ by 12/2023
- 4) Advertise for construction bids 2/2024
- 5) Bid awarded to contractor 4/2023
- 6) Construction to begin 6/2024
- 7) Construction complete 12/2026

*13. Provide any additional information related to the project.*

### Attachment 1. Attestation Form

APPLICANT NAME: \_\_\_\_\_ City of Aumsville \_  
ADDRESS: 595 Main St. Aumsville, OR 97325 \_\_\_\_\_  
TELEPHONE NUMBER: \_503-749-2030 EMAIL: [rharding@aumsville.us](mailto:rharding@aumsville.us) WEB SITE: [www.aumsville.us/](http://www.aumsville.us/)  
TAXPAYER ID NUMBER: 93-0512929 DATE/STATE OF INCORPORATION: \_1911, Oregon \_\_\_\_\_  
BUSINESS DESIGNATION:  Corporation  Sole Proprietor  Partnership  
 S Corporation  Non-Profit  Government  
 Other: \_\_\_\_\_

CERTIFICATION/LICENSE NUMBER: \_\_\_\_\_

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

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

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

**MATTERS** - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

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

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

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

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

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



Authorized Signature: \_\_\_\_\_

Print Name: Ron Harding \_\_\_\_\_

Title: City Administrator \_\_\_\_\_

Contact Person (Type or Print): Ron Harding \_\_\_\_\_

Telephone Number: (503) 749-2030 \_\_\_\_\_

Email: [rharding@aumsville.us](mailto:rharding@aumsville.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.**

---

<sup>i</sup> US Census Bureau: American Community Survey

<sup>ii</sup> US Census Bureau, American Community Survey

<sup>iii</sup> American Community Survey 2019

<sup>iv</sup> American Community Survey 2019

<sup>v</sup> American Community Survey 2019

<sup>vi</sup> American Community Survey 2019

<sup>vii</sup> Oregon Department of Fish and Wildlife, Fish Distribution Data (12/24/2018),

<https://nrimp.dfw.state.or.us/nrimp/default.aspx?pn=fishdistdata>

<sup>viii</sup> NOAA Fisheries. ESA Endangered & Threatened Species. Retrieved May 29, 2020 from

<https://www.fisheries.noaa.gov/species-directory/threatened-endangered>

<sup>ix</sup> Oregon Administrative Rules Chapter 340, Division 41. Fish Use Designations, Willamette Basin (Figure 340A)

(2003, November) <https://www.oregon.gov/deq/Regulations/Pages/OARDiv41.aspx>

<sup>x</sup> Oregon DEQ (2017, September 5 and 2018, October 31). Groundwater and Surface Drinking Water Source Areas

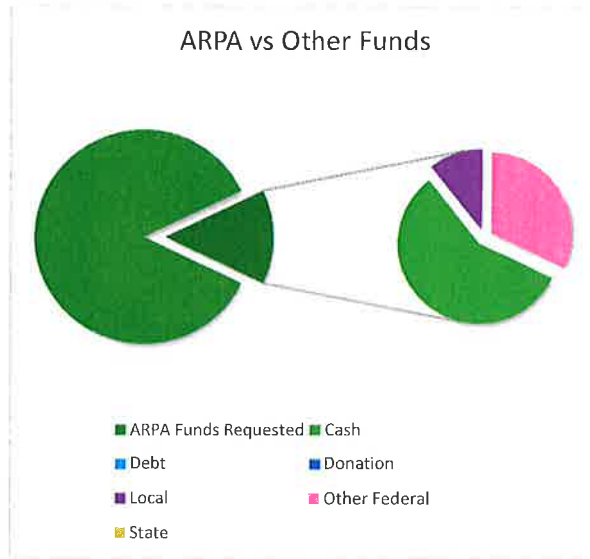
maps. <https://www.oregon.gov/deq/wq/programs/Pages/DWP-Maps.aspx>

**Project Budget - Wastewater Facilities**Please provide a line item detailed budget for the project for the months of **October 2021 through December 2024**.

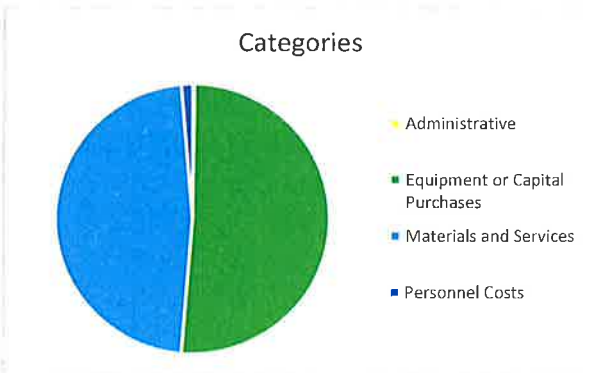
CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	\$ 20,589,031.00
<b>Materials and Services</b>					<b>\$ 9,767,200.00</b>
Engineering	External	\$ 2,056,950.00	\$ 1,252,950.00	Cash	\$ 3,309,900.00
Permitting and Legal	External		\$ 413,450.00	Cash	\$ 413,450.00
Civil Site Work	External	\$ 1,321,000.00			\$ 1,321,000.00
Mobilization	External	\$ 917,700.00			\$ 917,700.00
Excavation and Demo Contact Chamber	External	\$ 53,750.00			\$ 53,750.00
Lagoon Biosolids Removal	External	\$ 1,710,000.00			\$ 1,710,000.00
Wetwell Excavation	External	\$ 21,400.00			\$ 21,400.00
Electrical	External	\$ 1,481,000.00			\$ 1,481,000.00
Equipment Installation	External	\$ 189,000.00			\$ 189,000.00
SBR Excavation	External	\$ 234,500.00			\$ 234,500.00
EQ Basin Excavation	External	\$ 49,000.00			\$ 49,000.00
Aerobic Digesters	External	\$ 66,500.00			\$ 66,500.00
					\$ -
					\$ -
<b>Equipment or Capital Purchases</b>					<b>\$ 10,505,650.00</b>
DAF & Filter System for Lagoon Effluent	External	\$ 782,000.00			\$ 782,000.00
Pump Station and Chlorine Feed Improvements	External	\$ 537,100.00			\$ 537,100.00
Chlorine Contact Chamber, Dechlorination System	External	\$ 597,250.00			\$ 597,250.00
Land Application System Expansion	External	\$ 2,195,400.00			\$ 2,195,400.00
Sewer Pipe and Manholes	External	\$ 1,034,500.00			\$ 1,034,500.00
Influent Pumps, Control System, Headworks Screen	External	\$ 200,000.00			\$ 200,000.00
Grit Chamber and Transfer Pump	External	\$ 592,400.00			\$ 592,400.00
Sequencing Batch Reactor	External	\$ 1,249,582.00	\$ 927,918.00	Other Federal	\$ 2,177,500.00
EQ Basin	External	\$ 384,000.00			\$ 384,000.00
Aerobic Digesters	External	\$ 713,500.00			\$ 713,500.00
New Flow Piping	External	\$ 300,000.00			\$ 300,000.00
Blower & Electrical Building	External	\$ 660,000.00			\$ 660,000.00
Auxilliary Power System	External	\$ 332,000.00			\$ 332,000.00
					\$ -
<b>Personnel Costs</b>					<b>\$ 269,496.00</b>
Project Management	Internal		\$ 269,496.00	Local	\$ 269,496.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Administrative</b>					<b>\$ 46,685.00</b>
Administration	Internal		\$ 39,400.00	Local	\$ 39,400.00
Support Staff	Internal		\$ 7,285.00	Local	\$ 7,285.00

### Project Budget Summary - Wastewater Facilities

Total Project Budget	\$ 20,589,031.00
ARPA Funds Requested	\$ 17,678,532.00
Other Funds	\$ 2,910,499.00
Cash	\$ 1,666,400.00
Debt	\$ -
Donation	\$ -
Local	\$ 316,181.00
Other Federal	\$ 927,918.00
State	\$ -



Total Project Budget	\$ 20,589,031.00
Categories	
Administrative	\$ 46,685.00
Equipment or Capital Purchases	\$ 10,505,650.00
Materials and Services	\$ 9,767,200.00
Personnel Costs	\$ 269,496.00



Total Project Budget	\$ 20,589,031.00
Internal	\$ 316,181.00
External	\$ 20,272,850.00





**EXHIBIT A - REVISION 1**

595 Main St. Aumsville, Oregon 97325  
(503) 749-2030 • TTY 711 • Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

- 1. Regarding Alternatives 2 and 3 described in your project, will you please submit a budget for each of these alternative items?  
Although we provide the requested information on the alternative analysis, city staff and engineers are only pursuing, alternative one, which is to build a mechanical System batch reactor treatment facility. Alternative 2&3 was mentioned to show that the city has looked at more than one fix for the shortfall of the treatment facility. The problem with alternative 2 is the minimum number of upgrades to address the current issue. This alternative has risks, and those risks far outweigh the cost reduction. The cost saving is minimal, and this alternative may not address the current problems, but Moreso any future requirements on the city effluent would not be treatable using this method. Using the SBR system, the city can upgrade the facility to meet future needs. Alternative three would be the staff preferred choice except for the cost of O&M. The benefits of connecting to Salem is eliminating some future mitigation issues. Our current discharge is limited to winter months in Beaver creek based on the creek flows, and during the summer, the city has limited irrigation land available. Our current irrigation is sufficient for our current flows, but finding additional irrigation farmland will prove difficult and or be costly as we grow. Option 3 eliminates this issue. It also removes the problem of future facility upgrades or NPDES requirements. Any enhancements that would need to be completed by the city of Salem would provide economy of scale. The problem is when factoring in the O&M for Salem, it's the costliest of all alternatives and therefore was ruled out as an option. Here are the overall cost breakdowns for each choice.*

**Alternative 2: Aerated Lagoons with MBBR**

Project Build Cost: \$18,792,000

Annual O & M: \$186,700

**Alternative 3: Pump to Salem**

Project Build Cost: \$19,220,000

Estimated Annual City of Salem Charges: \$1,082,000

Not included in these costs but will need to be completed with any of the builds is the cost to upsize the sewer lines of \$1,803,000.

2. *If the County cannot fund 100% of your budget request, what are the highest priorities for this project, and what are those costs? Are other funding sources contributing to these priorities?*

Any amount of funds provided by the County will be beneficial as the project needs to be completed, and all the requirements will need to be met. However, if we need to point to the capital build itself, the highest priority is the Sequencing Batch Reactor build. A dedicated amount toward the capital build or any of the following break-out issues could be completed, 5.5 million for engineering and site prep, upsizing the sewer lines (\$1,803,000), expanding the land application (\$2,371,000), and removing the existing biosolids (\$1,710,000). The cost for the build, minus the above and not including contingencies, would be \$10,935,000.

Our direct allocation from APRA funds of \$927,918.00 will go towards this project. We have \$786,400 in our sewer improvement fund and \$880,000 in our sewer SDCs, which will also go towards this project.

DEQ requires the city to complete the facility upgrades, so any cost that cannot be tied to grants will roll into loans that will need to be leveraged by the city of Aumsville. We are hoping for as much grant money as possible as the O&M of operating our own SBR system almost doubles the current sewer rates; every dollar in capital expense compounds the rate increases.

3. *The ARPA Review Committee is aware of a Water Project and a Wastewater project. Does the city of Aumsville have a priority over these two projects, and if so, which one is it?*

Our highest priority is the Wastewater project. We are under an order from DEQ, which requires that this project be built. We have received state funds that will fund the potable water project. These funds will provide all but about 1 million dollars on potable water project funds in a 4-million-dollar project. The wastewater project will be the largest impact to the city's budget and the resident's bills. The wastewater project also has a higher risk to the health and safety of the community due to several factors, including our increased ammonia level discharge and the risk of sewer overflows due to undersized infrastructure.

I am happy to make available the city public works staff and engineers for any technical discussions related to the project.

**EXHIBIT A - REVISION 2**



595 Main St. Aumsville, Oregon 97325  
(503) 749-2030 • TTY 711 • Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

**February 10, 2022**

**To: Camber Schlag**  
**From: Ron Harding, City Administrator**  
**Subject: City Administrator Memo**

---

**ARPA Grant funding/wastewater project**

Dear Camber,

This memo responds to your request for a deliverable for the \$1,000,000 grant for our wastewater facility project in Aumsville.

Background: The city wastewater project is estimated at around \$21,000,000 for the current facility's design, construction, and reorganization to make the mechanical treatment facility operate correctly. The project's first stage will be the design and engineering of the facility within the city's current property boundaries.

The city would propose using the \$1,000,000 grant funds to pay a portion of the wastewater facility's engineering and design. The current estimate for these services is \$3,300,000 in total. The city has around \$1.250,000 in our sewer improvement fund consisting of the first installment of 464,000 from the NEU direct distributions of ARPA. Using these funds will leave the engineering about \$600,000 short of fully funding the cost. The city has around \$800,000 in the system development charge fund (SDC). We previously planned to spend approximately \$420,000 from this fund for permitting and legal expenses, leaving us about \$200,000 short of fully funding the engineering and design. The city would prioritize those funds to cover this cost. This would be sufficient to cover the engineering and design contract. Please see the proposed budget worksheet included below.

We will propose to fund the engineering and design phase of the wastewater facility project.

Thank you,  
Ron

### Project Budget - Wastewater Facilities

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

CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	\$
					<b>\$ 20,589,031.00</b>
<b>Materials and Services</b>					<b>\$ 9,767,200.00</b>
Engineering	External	\$ 1,000,000.00	\$ 2,309,900	Cash	\$ 3,309,900.00
Permitting and Legal	External	\$ 413,450.00	-	0	\$ 413,450.00
Civil Site Work	External	\$ 1,321,000.00			\$ 1,321,000.00
Mobilization	External	\$ 917,700.00			\$ 917,700.00
Excavation and Demo Contact Chamber	External	\$ 53,750.00			\$ 53,750.00
Lagoon Biosolids Removal	External	\$ 1,710,000.00			\$ 1,710,000.00
Wetwell Excavation	External	\$ 21,400.00			\$ 21,400.00
Electrical	External	\$ 1,481,000.00			\$ 1,481,000.00
Equipment Installation	External	\$ 189,000.00			\$ 189,000.00
SBR Excavation	External	\$ 234,500.00			\$ 234,500.00
EQ Basin Excavation	External	\$ 49,000.00			\$ 49,000.00
Aerobic Digesters	External	\$ 66,500.00			\$ 66,500.00
					\$ -
					\$ -
<b>Equipment or Capital Purchases</b>					<b>\$ 10,505,650.00</b>
DAF & Filter System for Lagoon Effluent	External	\$ 782,000.00			\$ 782,000.00
Pump Station and Chlorine Feed Improvements	External	\$ 537,100.00			\$ 537,100.00
Chlorine Contact Chamber, Dechlorination System	External	\$ 597,250.00			\$ 597,250.00
Land Application System Expansion	External	\$ 2,195,400.00			\$ 2,195,400.00

Sewer Pipe and Manholes	External	\$ 1,034,500.00			\$ 1,034,500.00
Influent Pumps, Control System, Headworks Screen	External	\$ 200,000.00			\$ 200,000.00
Grit Chamber and Transfer Pump	External	\$ 592,400.00			\$ 592,400.00
Sequencing Batch Reactor	External	\$ 1,249,582.00	\$ 927,918.00	Other Federal	\$ 2,177,500.00
EQ Basin	External	\$ 384,000.00			\$ 384,000.00
Aerobic Digesters	External	\$ 713,500.00			\$ 713,500.00
New Flow Piping	External	\$ 300,000.00			\$ 300,000.00
Blower & Electrical Building	External	\$ 660,000.00			\$ 660,000.00
Auxiliary Power System	External	\$ 332,000.00			\$ 332,000.00
					\$ -
<b>Personnel Costs</b>					<b>\$ 269,496.00</b>
Project Management	Internal		\$ 269,496.00	Local	\$ 269,496.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Administrative</b>					<b>\$ 46,685.00</b>
Administration	Internal		\$ 39,400.00	Local	\$ 39,400.00
Support Staff	Internal		\$ 7,285.00	Local	\$ 7,285.00

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

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

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

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- **Audit Requirements of 2 CFR §200.5XX (Subpart F)**
  - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
  - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement

under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal



governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

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

## Exhibit C – Federal Funding Information For Subrecipients

As Required By 2 CFR 200.331(a)<sup>1</sup>

<b>1. Federal Award Identification</b>	
(i) Subrecipient Name:	Aumsville
(ii) Unique Entity ID #:	WA43NUV4LPF1
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	3/11/2021
(v) Subaward Period of Performance (Start & End Date):	3/3/21 - 12/31/26
(vi) Amount of Federal Funds Obligated by this Agreement:	
(vii) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$1,000,000
(viii) Total Amount of Federal Award committed to Subrecipient by PTE:	\$1,000,000
(ix) Federal Award Project Description:	5-Water, Sewer, and Broadband Infrastructure
(x) Identify the following:	
a) Federal awarding agency	U.S. Treasury
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Jan Fritz, CAO
(xi) Identify Program Information	
a) Assistance Listing #:	21.027
b) Program Name:	Coronavirus State and Local Fiscal Recovery Funds
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	None
<b>2. Subrecipient Indirect Cost Rate</b>	
Indirect cost rate passed through to subrecipient:	N/A
<b>3. Additional Requirements or Comments (if any)</b>	
Monitoring Requirements are included in Section 15 of this agreement.	
<p><sup>1</sup>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).</p>	

Exhibit D

**Federal Funding Accountability and Transparency Act (FFATA) Certification\***

<b>Organization Name:</b> City of Aumsville	<b>CMS Number:</b> BO-4565-22
---	-------------------------------

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.

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 CFR 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.*

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:	City of Aumsville	
Organization Contact Completing Form:		
Date:		
Project Name:	Wastewater Treatment System	
Expenditure Category:	5.1 Clean Water: Centralized Wastewater Treatment	
Type of Capital Expenditure <sup>1</sup> :		
Specify "Other" Expenditure Type:		
Project Amount:	\$	1,000,000
Project Threshold Per Table 1:	\$1M to < \$10M	
CMS # (Marion County to Complete)	4565	

**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.

<sup>1</sup> 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:	

Exhibit E

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

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

## EXHIBIT F

### ARPA/SLFRF REPORTING REQUIREMENTS FORM

#### A.1 Project and Expenditure Report

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

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

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

#### A.2 Recovery Plan Performance Report

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

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

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

A.3 Federal Funding Accountability and Transparency Act Certification


Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

A.4 ARPA/SLFRF Capital Expenditure Justification Form

Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E. ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.



**Exhibit G - Marion County Disbursement Request**

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

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

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

**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](mailto:ARPArecovery@co.marion.or.us) for review and processing of disbursement.  
 Questions about this form can also be directed to [ARPArecovery@co.marion.or.us](mailto:ARPArecovery@co.marion.or.us).

### Marion County Disbursement Request Detail

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

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



595 Main St. Aumsville, Oregon 97325  
(503) 749-2030 • TTY 711 • Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

## **STAFF REPORT**

**TO:** City of Aumsville City Council

**FROM:** Ron Harding, City Administrator

**SUBJECT:** Grant contract 107-2022-5202-77 between the Department of Administrative Services (DAS) and the City of Aumsville, Oregon.

**RECOMMENDATION:** Authorize City Administrator Harding to sign the contract between DAS and the city to accept funds from the State of Oregon to assist in funding a new public works facility.

### **BACKGROUND:**

The city has applied for numerous grants from both State and Federal government organizations to improve the infrastructure needed within the city. One project identified as essential is a new public works facility that will provide space to hold critical equipment needed to perform the required tasks around the city.

The city, working with our state representatives, applied for this grant for last year's State Capital Budget and received \$900,000 for the new facility.

These are state disbursement funds, meaning we will receive the money available from the state and are not reimbursement funds. If approved, we would move forward with assembling bid perspectives for the project before creating a final project budget and award to contractors.

Please review this agreement, so Council knows the city's obligations to accept these funds.

**MOTION:**

- Authorize City Administrator Harding to sign the Grant contract 107-2022-5202-77 between the department of administrative services (DAS) and the City of Aumsville, Oregon, for \$900,000 to assist in building a new public works facility.
- Authorize City Administrator Harding to sign the Grant contract 107-2022-5202-77 between the department of administrative services (DAS) and the City of Aumsville, Oregon, for \$900,000 to assist in building a new public works facility as modified by:
- Move to remand back to staff for revisions as directed.

## GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-77

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and City of Aumsville (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

Pursuant to the Oregon Laws 2022, chapter 110, section 425(10) (the “Authorization”), the Oregon Legislature appropriated \$900,000 from the General Fund for a grant to Recipient for the new Public Works Facility.

### SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$900,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

### SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

### SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys. Recipient shall use the Grant for the new Public Works Facility.
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. Organization and Authority.
  - (1) Recipient is a city validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
  - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

<b>SECTION 5 - COVENANTS OF RECIPIENT</b>
---

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
  - (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one

hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.



**SECTION 8 - MISCELLANEOUS**

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) DAS makes no warranty or representation.
  - (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services  
ATTN: Kate Nass, Deputy Chief Financial Officer  
155 Cottage St. NE  
Salem OR 97301  
[kate.nass@oregon.gov](mailto:kate.nass@oregon.gov)

If to Recipient:                   City of Aumsville  
  ATTN: Ron Harding  
  595 Main Street  
  Aumsville, OR 97325  
  rharding@aumsville.us

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**RECIPIENT**  
City of Aumsville

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

David Berryman, Assistant Attorney General, via email dated 6/14/2022



595 Main St. Aumsville, Oregon 97325  
(503) 749-2030 • TTY 711 • Fax (503) 749-1852  
[www.aumsville.us](http://www.aumsville.us)

---

## **STAFF REPORT**

**TO:** City of Aumsville City Council

**FROM:** Matthew Etzel, Aumsville Public Works

**SUBJECT:** Public Works Facility

**RECOMMENDATION:** Approval of the proposal by Westech Engineering for the new Public Works Facility Design Services in the amount of \$72,000 that would be spent from fund 016-811 Public Works Equipment Fund. This is where the \$900,000 grant from HB5202 for the Public Works Facility will be spent from.

**BACKGROUND:** The City of Aumsville was awarded \$900,000 from HB5202 for our Public Works Facility. The city also has another \$300,000-\$400,000 in the public works capital fund 016-810. This particular contract may need to be expended out of the latter just because of the way these grants are executed but we wanted to get the project moving. We have decided on a pole building type of building with finished office space on the inside. Westech will develop a design-build package for this project since most of these buildings come as "kits" and are pre-engineered. A design-build will allow us to specify the size, bay widths, lights, electrical and finishes that we think best fit the use of the building and let the contractor pick the supplier of the "kit" that meets our specifications for strength, size, loading, etc.

We had originally thought we would build a steel building but with delays in steel manufacturing and steel prices being a lot more volatile than wood we opted for the wood version. This gives us the best opportunity to get the most out of the project. The need for the Public Works office space is just as important as the storage and this option allows us to do this in a much more cost-effective way while keeping the size of the building big enough to store our equipment and supplies.

The deadline to receive all the grant funds is one year, June 30, 2023. We do not need to complete the project by this time but we want to expedite it as much as possible. Although this is a very tight deadline for a building of this size, and scope. We believe we could be well on our way to completion by this deadline but it is important we get

started on the design work and bid package as soon as possible so we can start construction as soon as bids are reviewed to meet the deadlines.

**MOTION:**

- Move to approve the Westech Engineering Public Works Facility Proposal in the amount of \$72,000 from fund 016-811 or 016-810
- Move to approve the Westech Engineering Public Works Facility Proposal in the amount of \$72,000 from fund 016-811 or 016-810 with the following revisions.
- Move to remand back to staff for revisions as directed.

June 20, 2022

Mr. Matthew Etzel  
Aumsville Public Works  
595 Main Street  
Aumsville, Oregon 97325

RE: Public Works Shop Building Design Services – Engineering Services Proposal  
JO 2599.12000.0

Dear Matt:

Westech Engineering is pleased to offer to provide the City with the engineering services needed to prepare the design documents for the new public works shop building located at the wastewater treatment plant site. The remainder of this letter proposal is divided into the following sections:

- Background Information/Project Understanding
- Project Approach
- Project Team
- Scope of Work
- Fee Schedule
- Schedule

Short discussions on these matters follow.

### **BACKGROUND INFORMATION/PROJECT UNDERSTANDING.**

The City would like to construct a new shop building at the wastewater treatment plant site. The building will have nominal inside dimensions of approximately 80 feet by 100 feet and will be located near the site entrance at Olney Street. The building will have five 20-foot bays. One will be used for office and meeting space, one will be a general work and storage area and three will be drive-through vehicle bays. The building will be pole building with a concrete slab and appropriate interior finishes. The office bay will be finished space with an overhead mezzanine for storage. The City has already obtained topographic survey for the project and Westech has prepared a preliminary building layout and site plan. The design will generally be developed based on these preliminary drawings.

### **PROJECT APPROACH**

Our proposed design approach is based on the following assumptions.

1. The project will be a design-build project. We will prepare a request for proposals (RFP) that is suitable for the public solicitation of proposals in accordance with the City's procurement rules. The RFP will include drawings and specifications for the sitework improvements, partial plans and specifications for the electrical improvements, and floor plans and building sections that convey the overall design intent of the structure. But, the detailed design of the structure, the electrical system, and the HVAC systems will be provided by the contractor. The bidding documents will be set up with multiple bid alternates. Therefore, if the bid prices for the entire project are greater than the available funds, the City can choose to only award the bid alternates that are the highest priority. For example, the office space, paving, and other similar elements of the project may need to

be delayed if the bid prices exceed the available funds. As such, the City should consider which elements of the project are the highest priority.

2. The building structure will be pole-style building. We will provide a design criteria for the building supplier, but the detailed structural engineering for the building will be provided by the supplier.
3. The electrical design will be a design-build package. The design will show the desired lighting fixtures, distribution panel, switch, and receptable layout. Specifications will be provided for these items. The conduit and wiring design will be provided by the electrical contractor. This is the typical approach for these types of projects.
4. The plumbing and HVAC design will also be a design-build package. The detailed design work will be provided by the contractor.

**PROJECT TEAM**

To provide the engineering services for this project, Westech has assembled a team of subconsultants that will work under our supervision. The team members along with their respective area of responsibility are listed in Table 1.

Table 1: Proposed Project Team	
Team Member	Area of Responsibility
Westech Engineering MSC Engineers Landis Consulting	Overall Project Management, Civil Engineering Structural Engineering Electrical Engineering

**SCOPE OF WORK**

Our proposed scope of work to complete the engineering services for this project is relatively straight-forward and includes the tasks and deliverables listed in Table 2. Please note that the scope of work proposed herein only includes the preparation of the design documents (plans, bidding documents, specifications, & cost estimates) and assistance with the bidding process. Our proposed scope of work does not include services during the construction phase. Construction phase services will be performed under a separate work effort for which we will submit a separate proposal.

Table 2: Proposed Scope of Services	
<b>Task 1: Project Management</b>	
Task 1.1	Manage Subconsultants
Task 1.2	Miscellaneous Design Team Meetings
Task 1.3	In-house Project Management / Billings
Task 1.4	QA/QC Review
<i>Task 1 Deliverables</i>	
<ul style="list-style-type: none"> <li>• <i>Monthly invoices</i></li> </ul>	
<b>Task 2: 50% Design</b>	
Task 2.1	Prepare 50% plans and submit to the City for review.
Task 2.2	Prepare 50% cost estimate
<i>Task 2 Deliverables</i>	
<ul style="list-style-type: none"> <li>• <i>50% plans and construction cost estimate (5 hard copies and electronic copies in PDF format)</i></li> </ul>	

<p><b>Task 3: 90% Design</b></p> <p>Task 3.1 Provide 90% plans, specifications, and engineer's construction cost estimate. Submit to City for Review</p> <p><i>Task 3 Deliverables</i></p> <ul style="list-style-type: none"><li>• 90% plans, specifications, and construction cost estimate for (5 hard copies and electronic copies in PDF format)</li></ul>
<p><b>Task 4: Final Plans</b></p> <p>Task 4.1 Revise Design based on comments from the City, provide final plans, specifications, and engineer's construction cost estimate suitable for bidding</p> <p>Task 4.2 Submit plans to Marion County for building permit plan review. Make any revisions needed to address review comments</p> <p><i>Task 4 Deliverables</i></p> <ul style="list-style-type: none"><li>• Final Bid-ready plans, specifications, and construction cost estimate (PDF format and one reproducible hard copy)</li></ul>
<p><b>Task 5: Bidding Services</b></p> <p>Task 5.1 Advertise the project for bids (City to pay advertising costs) and producing and distributing contract documents to plan centers and prospective bidders</p> <p>Task 5.2 Answer questions from suppliers and contractors, issuing clarifications and addenda as appropriate.</p> <p>Task 5.3 Conducting a pre-bid walkthrough meeting onsite for prospective bidders.</p> <p>Task 5.4 Open and analyze bids. Tabulate bid results and make recommendations for award to the City.</p> <p><i>Task 5 Deliverables</i></p> <ul style="list-style-type: none"><li>• Addenda, bid tabulations, recommendation to award</li></ul>

### FEE SCHEDULE.

Westech Engineering proposes to provide the services as outlined above on a lump sum basis for a total fee of **\$72,000**. The fee estimate is based on the project understanding and scope of work described above. Major changes to any of these items may result in the need for fee adjustments.

Not included in our scope are the following services.

- Agency review fees
- Preparation of legal descriptions
- Easement and/or ROW negotiations.
- Construction Services
- Landscape or irrigation design
- Sewer or Storm TV Inspection
- Cultural, Wetlands, or T&E Species Investigations
- Vacuum excavation or potholing for design verification
- Traffic Engineering
- SCADA Integration
- Public Presentations

Any of the above services can be provided on a time and material basis as needed and requested, or we can assist the City with these additional tasks only to the extent requested or required by the City.

If the City decides to proceed with the work scope summarized herein, we assume the City will authorize us to proceed with these services under our existing city engineering contract (we will provide separate invoices for this work to allow the City to accurately track costs).



**SCHEDULE.**

We understand that the project needs to be completed by June 30, 2023. As such, we propose to complete the preparation of the bidding documents by October 30, 2022 with bidding no later than December 2022. This will allow approximately six months for the construction work.

Upon your authorization to proceed, we are prepared to start work immediately. This proposal is valid for 6 months from today's date.

We appreciate the opportunity to present this engineering services proposal to the City. We look forward to working with the City on this important project. If you have any questions or require any additional information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

**WESTECH ENGINEERING, INC.**



Christopher J. Brugato, P.E.

cjb



The parties hereto agree to the work effort and conditions described above with all terms and conditions in accordance with the City Engineer of Record Services Contract between the City of Aumsville and Westech Engineering, Inc. dated 3/9/2019.

The City of Aumsville

Organization

Signature

Date

Typed or Printed Name

## **Skateboard Competition Personal and Professional Services Agreement**

This agreement is entered into this 28th day of May 2022 by and between the City of Aumsville and Rolando Crenshaw DBA Caakes Unlimited (Caakes Unltd.), 447 Ferry St. SE Salem, Oregon

Now, therefore, it is agreed between the parties hereto as follows:

**In consideration of the mutual covenants, conditions, agreements, and stipulations contained in this Agreement, the parties agree as follows:**

### **I. RIGHTS**

- A. The City of Aumsville grants Caakes Unltd. for the term specified in section 5 Service Agreement, the right and privilege to conduct a special event in Aumsville, Oregon "The Caakes No Brakes Skate Competition"

### **II. FACILITIES**

- A. The space allotted to Caakes Unltd. for the operation of the competition shall consist of the Brian Haney Memorial Skate Park located at 1110 Main Street in Mill Creek Park in the City of Aumsville. This agreement will act as the event permit for the use of this area in the park.

### **III. OPERATIONS OF BUSINESS**

- A. It is agreed that the event shall be operated in the name of Caakes Unltd..
- B. Caakes Unltd. shall not allow the premises, or any part of such premises, to be used for any purpose other than the skate competition, or permit the premise to be used, in whole or in part, by any other firm, person, corporation, or other entity without the consent of the City of Aumsville.

IV. FINANCIAL ARRANGEMENTS

- A. Caakes Unltd. will host the event independent of the City of Aumsville or other city events and may obtain sponsors for the competition and or related cost associated with the competition. The City of Aumsville is not responsible for any obligations related to Caakes Unltd. or the event "Caakes to Skate".
- B. In order to facilitate the community activity, the City of Aumsville will provide \$500.00 to Caakes Unltd. to help with expenses, and cost of trophy's and or prizes for the participants. The City of Aumsville will also provide the facilities free of charge.

V. TERMS

- A. One day, between the hours of 7:00 AM and 9.00 PM on ~~Saturday~~<sup>Sunday</sup>, August ~~12~~<sup>13</sup>, 2022.

VI. MERCHANDISE PURCHASES

- A. Caakes Unltd. shall make all purchases of materials for use or sale by Caakes Unltd. in its own name and paid promptly by them. The City of Aumsville shall not be liable or responsible, in any way, for any debts contracted by Caakes Unltd. Caakes Unltd. agrees, as directed by the City of Aumsville, to abide by these relationships except as prohibited by law. Caakes Unltd. may sell merchandise and or promote its active wear business as part of this event.

VII. EMPLOYEES

- A. All employees of Caakes Unltd. shall conform to the rules and regulations currently established or in force, or which may be established reasonably, in the conduct of the City of Aumsville.
- B. The City of Aumsville shall have the right to require the removal from the premises any employee of Caakes Unltd. whose conduct shall be unsatisfactory to the City of Aumsville.
- C. Caakes Unltd. shall employ and provide as many workers as determined is needed to properly and safety conduct the event.
- D. Caakes Unltd. shall comply with all Federal, State, and local laws and regulations, now in force or which any governmental authority may enact.
- E. Caakes Unlimited agrees to maintain a staff of employees, as determined by Caakes Unltd. to be sufficient to conduct the operation of the premises in an efficient manner.

VIII. CLAIM

- A. Claims for damages arising out of the operation of Caakes Unltd. event that are covered by insurance shall be handled by Caakes Unltd. and Caakes Unltd. shall exercise due diligence in affecting settlement of such claims.

IX. INSURANCE

- A. Contractor shall procure and maintain insurance of the following kinds and

minimum limits:

1. Workers' Compensation insurance in compliance with ORS Chapter 656, if Caakes Unltd. employs "subject workers".
  2. Comprehensive General Liability with total limits of two million dollars (\$2,000,000). Contractor will carry an umbrella of two million dollars (\$2,000,000) above its regular policy.
- B. The City of Aumsville will be named as additional insured on the proof of insurance. Caakes Unltd. shall provide the City of Aumsville, prior to entering the Premise, Certificates of Insurance with respect to the types of insurance limits enumerated above. Ten (10) days' notice must be given to the City of Aumsville by Caakes Unltd. insurance provider(s) of any cancellation of insurance and any cancellation of coverage may become the sole justification of the immediate termination of this Agreement by the City of Aumsville.

X. TAXES AND FEES

- A. Caakes Unltd. shall obtain all licenses as necessary to run the competition, any and all taxes, fees, and assessments, including, but not limited to, license fees, fees for permits, sales or use taxes, personal property taxes, or any other truces that maybe levied or assessed on the assets, business or capital of Caakes Unltd. with respect to the competition, on Caakes Unltd. income from the event or on the merchandise carried by Caakes Unltd. for the use in the competition and duly constituted local, city, county, state, or federal, or other governmental authority, shall be borne and paid for Caakes Unltd.

XI. MUTUAL INDEMNIFICATION

- A. Caakes Unltd. will at all times indemnify and defend the City of Aumsville against, and hold harmless the City of Aumsville from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the City of Aumsville as a consequence of, or arising out of:
1. Any act, default, or omission on the part of Caakes Unltd. or any of its officers, employees, agents, or participants in the event.
- B. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City of Aumsville will at all times indemnify and defend Caakes Unlimited against, and hold Caakes Unltd. harmless from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Caakes Unltd. as a consequence of, or arising out of:
1. Any act, default, or omission on the part of the City of Aumsville, its officers, employees, or agents.

XII. NO PARTNERSHIP

11

A. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City of Aumsville and Caakes Unltd.

XIII. GOVERNING LAW; ENFORCEMENT

A. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon. In the event that legal counsel is employed to enforce this Agreement of any provision hereof, the prevailing party shall be entitled to recover from the other party all of the prevailing party's costs and expenses relating thereto, including, without limitation, reasonable attorney's fees. The City of Aumsville operates under a federally chartered section 17 corporation and, as such, neither waives nor relinquished its right to sovereign immunity.

XIV. ENTIRE AGREEMENT

A. This Agreement, and all Appendices attached hereto, constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Agreement.

XV. MODIFICATION OF AGREEMENT

A. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if the evidence in writing is signed by each party or an authorized representative of each party.

In WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date set forth below.

The City of Aumsville  
595 Main street  
Aumsville Oregon 97325

Caakes Unlimited  
447 Ferry St SE  
Salem Oregon 97301

Signed \_\_\_\_\_

Signed 

*Please sign and return a copy and keep the other copy for your records.*

# **City of Aumsville / Party in the Park Personal and Professional Services Agreement**

This agreement is entered into this 22nd day of June, 2022 by and between the City of Aumsville and Unruh Management and Consulting LLC doing business as Oregon Beverage Services.

Now, therefore, it is agreed between the parties hereto as follows:

**In consideration of the mutual covenants, conditions, agreements, and stipulations contained in this Agreement, the parties agree as follows:**

**I. RIGHTS**

- A. The City of Aumsville grants Oregon Beverage Services for the term specified in section 5 Service Agreement, the right and privilege to conduct all alcoholic beverage concessions and services at a special event in Aumsville, Oregon as the "Concession Business."

**II. FACILITIES**

- A. The space allotted to Oregon Beverage Services, for the operation of the Concession Business, shall consist of beverage concession locations at the facility as determined by the City of Aumsville.

**III. OPERATIONS OF BUSINESS**

- A. It is agreed that the concessions business shall be operated in the name of Oregon Beverage Services.
- B. Oregon Beverage Services shall not allow the Premises, or any part of such Premises, to be used for any purpose other than the Concession Business, or to become vacant during any periods that Oregon Beverage Services is required to conduct the Concession Business, or permit the premise to be used, in whole or in part, by any other firm, person, corporation, or other entity without the consent of the City of Aumsville.
- C. Oregon Beverage Services shall be open for business during the times specified by the City of Aumsville.
- D. The City of Aumsville and Oregon Beverage Services will agree on all issues related to menu items, prices, portions and the like. Acceptance and repeat clientele are important and shall be factors considered when establishing menu items and pricing.
- E. Oregon Beverage Services agrees to supply the City of Aumsville a

statement of revenue or usage, using mutually agreed upon accounting methods, within 48 hours after the completion of any facility event.

F. Oregon Beverages Services agrees that at all times herein mentioned it shall operate the Concession Business in accordance with all applicable laws and industry standards.

G. "Full-On-Premises Sales" Oregon Beverage Services will acquire and maintain a Temporary Use of a Full on Premise Liquor License, from the Oregon Liquor Control Commission.

IV. FINANCIAL ARRANGEMENTS

A. Oregon Beverage Services agrees to pay The City of Aumsville 25% of gross sales.

V. TERMS

A. One day, between the hours of 12:00 P.M. and 12:00 A.M. on Friday, August 19th, 2022 and serving from approximately 6:00 P.M. - 11:00 P.M.

VI. MERCHANDISE PURCHASES

A. Oregon Beverage Services shall make all purchases of beverages and materials for use or sale by Oregon Beverage Services in its own name and paid promptly by them. The City of Aumsville shall not be liable or responsible, in any way, for any debts contracted by Oregon Beverage Services. Oregon Beverage Services agrees and understands that honoring The City of Aumsville's sponsorship relationships may involve not purchasing or selling certain specific items or products. Oregon Beverage Services agrees, as directed by the City of Aumsville, to abide by these relationships except as prohibited by law.

VII. EMPLOYEES

A. Any employees employed by Oregon Beverage Services to work on the Premises shall be acceptable to the City of Aumsville.

B. All employees of Oregon Beverage Services shall conform to the rules and regulations currently established or in force, or which may be established reasonably in the conduct of the City of Aumsville.

C. The City of Aumsville shall have the right to require the removal from the Premises any employee of Oregon Beverage Services whose conduct shall be unsatisfactory to the City of Aumsville.

D. Oregon Beverage Services shall employ and provide for the conduct of the Concession Business for the events, as many concession workers as determined by Oregon Beverage Services. All such employees shall be interviewed, trained and scheduled by Oregon Beverage Services. The City of Aumsville shall have the right to require the termination of any of such employees whose performance or conduct is unsatisfactory.

- E. Oregon Beverage Services and the City of Aumsville shall comply with all Federal, State and local laws and regulations, now in force or which any governmental authority may enact.
- F. Oregon Beverage Services agrees to maintain a staff of employees, as determined by Oregon Beverage Services to be sufficient to conduct the operation of the Premises in an efficient manner.

VIII. CLAIM

- A. Claims for damages arising out of the operation of Oregon Beverage Services business that are covered by insurance shall be handled by Oregon Beverage Services and Oregon Beverage Services shall exercise due diligence in affecting settlement of such claims.

IX. LICENSE

- A. During the term of this Agreement, Oregon Beverage Services, shall be required to maintain a year round Oregon State Liquor License, and alcohol server licenses for all servers, as well as any required. Said licenses shall be of the nature that will allow them to operate the type of activities contracted for held at the designated facility.

X. INSURANCE

- A. Contractor shall procure and maintain insurance of the following kinds and minimum limits:
  - 1. Workmen's Compensation Insurance as prescribed by the laws of the State of Oregon, and shall maintain Workers
  - 2. Compensation insurance in accordance with the State of Oregon Labor Code for all employees, agents, and volunteers eligible for such coverage under the Industrial Insurance Act. Comprehensive General Liability and Liquor Liability with total limits of two million dollars (\$2,000,000) Contractor will carry an umbrella of two million dollars (\$2,000,000) above its regular policy.
- B. The City of Aumsville will be named as additional insured on the proof of insurance. Oregon Beverage Services shall provide the City of Aumsville, prior to entering the Premise, Certificates of Insurance with respect to the types of insurance limits enumerated above. Ten (10) days notice must be given to the City of Aumsville by Oregon Beverage Services insurance provider(s) of any cancellation of insurance and any cancellation of coverage may become the sole justification of the immediate termination of this Agreement by the City of Aumsville.

XI. TAXES AND FEES

- A. Oregon Beverage Services shall obtain all licenses as necessary to run the professional concession business. Any and all taxes, fees, and



assessments, including, but not limited to, license fees, fees for permits, sales or use taxes, personal property taxes, or any other truces that may be levied or assessed on the assets, business or capital of Oregon Beverage Services with respect to the Concession Business, on Oregon Beverage Services income from the Concession Business, or on the merchandise carried by Oregon Beverage Services for the use in the Concession Business by and duly constituted local, city, county, state, or federal, or other governmental authority, shall be borne and paid for Oregon Beverage Services.

## XII. MUTUAL INDEMNIFICATION

- A. Oregon Beverage Services will at all times indemnify and defend the City of Aumsville against, and hold harmless the City of Aumsville from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the City of Aumsville as a consequence of, or arising out of:
1. Any act, default or omission on the part of Oregon Beverage Services or any of its officers, employees, or agents or;
  2. Any infringement by Oregon Beverage Services, its officers, employees, or agents, of any trademark, copyright, patent, all in connection with the operation of the Premises and Business.
- B. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, The City of Aumsville will at all times indemnify and defend Oregon Beverage Services against, and hold Oregon Beverage Services harmless from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Oregon Beverage Services as a consequence of, or arising out of:
1. Any act, default or omission on the part of the City of Aumsville, its officers, employees, or agents *or*
  2. Any infringement by the City of Aumsville, its officers, employees, or agents, or any trademark, copyright, patent, all in connection with the operation of the Premises and Business.

## XIII. NO PARTNERSHIP

- A. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City of Aumsville and Oregon Beverage Services.

## XIV. GOVERNING LAW; ENFORCEMENT

- A. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon. In the event that legal counsel are employed to enforce this Agreement of any

provision hereof, the prevailing party shall be entitled to recover from the other party all of the prevailing party's costs and expenses relating thereto, including, without limitation, reasonable attorney's fees. The City of Aumsville operates under a federally chartered section 17 corporation and, as such, neither waives nor relinquished its right to sovereign immunity.

XV. ENTIRE AGREEMENT

A. This Agreement, and all Appendices attached hereto, constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Agreement.

XVI. MODIFICATION OF AGREEMENT

A. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if the evidence in writing is signed by each party or an authorized representative of each party.

In WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date set forth **below**.

The City of Aumsville

Oregon Beverage Service

Ron Harding, City Administrator  
City of Aumsville  
595 Main St.  
Aumsville, OR 97325

Carroll Unruh, Owner  
Oregon Beverage Services  
PO. Box 2234  
Salem, Oregon 97308

*Please sign and return a copy and keep the other copy for your records.*



# Accounts Payable Register


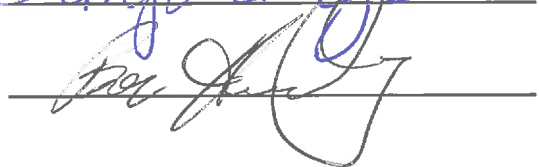
City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - June

Check Period: 2021-22 - June - First Council

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>55514</u>	911 SUPPLY	6/7/2022	\$71.00
<u>55515</u>	AIRGAS USA, LLC	6/7/2022	\$48.86
<u>55516</u>	AUMSVILLE ACE HARDWARE	6/7/2022	\$8.20
<u>55517</u>	BEERY ELSNER & HAMMOND LLP	6/7/2022	\$617.00
<u>55518</u>	BMS TECHNOLOGIES	6/7/2022	\$3,428.92
<u>55519</u>	DLT SOLUTIONS LLC	6/7/2022	\$3,514.50
<u>55520</u>	GRAINGER	6/7/2022	\$190.86
<u>55521</u>	GREYSTONE TACTICAL	6/7/2022	\$155.97
<u>55522</u>	MNOP	6/7/2022	\$563.15
<u>55523</u>	MOONLIGHT MAINTENANCE	6/7/2022	\$554.75
<u>55524</u>	ONE CALL CONCEPTS INC	6/7/2022	\$64.80
<u>55525</u>	OREGON ASSOC CHIEFS OF POLICE	6/7/2022	\$100.00
<u>55526</u>	PETTY CASH - JOSHUA D HOYER	6/7/2022	\$457.51
<u>55527</u>	POWER SYSTEMS PLUS	6/7/2022	\$335.38
<u>55528</u>	SAN DIEGO POLICE EQUIPMENT CO	6/7/2022	\$2,516.33
<u>55529</u>	SANTIAM ENTERPRISES INC.	6/7/2022	\$2,908.73
<u>55530</u>	SOUTH TOWN GLASS	6/7/2022	\$1,640.00
<u>55531</u>	SQUAD ROOM EMBLEMS	6/7/2022	\$527.25
<u>55532</u>	STAN BUTTERFIELD P.C.	6/7/2022	\$750.00
<u>55533</u>	STAYTON BUILDERS MART	6/7/2022	\$195.96
<u>55534</u>	THE LOCK GUY	6/7/2022	\$243.00
<u>55535</u>	US POSTAL SERVICE	6/7/2022	\$156.00
<u>55536</u>	WATERLAB CORP	6/7/2022	\$325.00
<u>55537</u>	WESTECH ENGINEERING INC	6/7/2022	\$3,353.50
<u>EFT Payment 6/7/20221</u>	PACIFIC POWER	6/7/2022	\$8,911.73
<u>EFT Payment 6/7/20222</u>	REPUBLIC SERVICES #456	6/7/2022	\$60.00
<u>EFT Payment 6/7/20223</u>	RIVERVIEW COMMUNITY BANK	6/7/2022	\$3,450.71
<u>EFT Payment 6/7/20224</u>	VERIZON WIRELESS	6/7/2022	\$37.64
<u>EFT Payment 6/7/20225</u>	WAVE	6/7/2022	\$9.95
	<b>Total</b>	<b>Check</b>	<b>\$35,196.70</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$35,196.70</b>
	<b>Grand Total</b>		<b>\$35,196.70</b>

# Accounts Payable Register

City of Aumsville

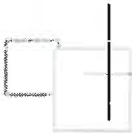
Fiscal: 2021-22

Deposit Period: 2021-22 - June

Check Period: 2021-22 - June - Second Council

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
55539	ARETE ADVISORS LLC	6/15/2022	\$330.00
55540	DAVID SOBEL	6/15/2022	\$100.00
55541	DON R FLECK	6/15/2022	\$306.00
55542	ENVIRO-CLEAN EQUIPMENT, INC.	6/15/2022	\$6,041.06
55543	ERICK MADDOX	6/15/2022	\$112.14
55544	FERGUSON WATERWORKS #3011	6/15/2022	\$2,635.05
55545	GOLDEN WEST INDUSTRIAL SUPPLY	6/15/2022	\$286.97
55546	GREYSTONE TACTICAL	6/15/2022	\$31.00
55547	OFFICE DEPOT, INC	6/15/2022	\$113.62
55548	ROSEMOUNT INC.	6/15/2022	\$415.68
55549	SECURITY ALARM CORPORATION	6/15/2022	\$120.47
EFT Payment 6/15/2022 4:11:04 PM - 1	AT&T MOBILITY	6/15/2022	\$120.12
EFT Payment 6/15/2022 4:11:04 PM - 2	NW NATURAL	6/15/2022	\$129.62
EFT Payment 6/15/2022 4:11:04 PM - 3	PACIFIC OFFICE AUTOMATION	6/15/2022	\$86.70
	<b>Total</b>	<b>Check</b>	<b>\$10,828.43</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$10,828.43</b>
	<b>Grand Total</b>		<b>\$10,828.43</b>

*Angie Gibson*  
*Paul Hanson*



# Payroll Register

City of Aumsville

Fiscal: 2021-22  
Deposit Period: 2021-22 - June  
Check Period: 2021-22 - June - First Council

<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>55538</u>	OREGON MIGRANT EDUCATION	6/15/2022	\$498.12
	SERVICE CENTER		
<u>Direct Deposit Run - 6/13/2022</u>	Payroll Vendor	6/15/2022	\$33,764.74
<u>EFT 6282022</u>	PERS	6/15/2022	\$11,359.60
<u>EFT 69370613</u>	Oregon Department of Revenue	6/15/2022	\$3,393.05
<u>EFT 95602578</u>	EFTPS	6/15/2022	\$11,901.24
<u>EFT HSA6152022</u>	HSA Bank	6/15/2022	\$1,062.50
<u>EFT OSGP6152022</u>	VOYA - STATE OF OREGON - LG#:2234	6/15/2022	\$590.00
<u>EFT V6152022</u>	Valic	6/15/2022	\$25.00
<u>HDHSHP DON 6152022</u>	CITY OF AUMSVILLE	6/15/2022	\$101.47
	<b>Total</b>	<b>Check</b>	<b>\$62,695.72</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$62,695.72</b>
	<b>Grand Total</b>		<b>\$62,695.72</b>

*Angeli Lopez*  
 \_\_\_\_\_  
*Bob [unclear]*  
 \_\_\_\_\_