



BOARD OF COMMISSIONERS

205 NW 5th Street
P.O. Box 3020
Corvallis, OR 97339-3020
(541) 766-6800
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A G E N D A
BENTON COUNTY BOARD OF COMMISSIONERS
Tuesday, October 6, 2020

GoToMeeting: <https://global.gotomeeting.com/join/829562421>
or Dial [1 \(312\) 757-3121](tel:13127573121); **Access Code** 829-562-421#
Livestream: <http://facebook.com/BentonCoGov>

(Chair May Alter the Agenda)

NOTE: County Service District meeting immediately following the Board of Commissioner's meeting (911 Emergency Communication Services, Extension Services and Library Services)

9:00 A.M.

I. Opening:

- A. Introductions**
- B. Announcements**

II. Comments from the Public

Time restrictions may be imposed on public comment, dependent on the business before the Board of Commissioners. Individual comment may be limited to three minutes.

III. Review and Approve Agenda

IV. Chair Decisions

V. Work Sessions

- 5.1 9:00 a.m. - 30 minutes - Update from Emergency Operations Center (EOC) – *Bryan Lee, Dannielle Brown, Charlie Fautin, Lili'a Neville*
- 5.2 9:30 a.m. – 30 minutes – Update and Discussion Concerning Coronavirus Funding – *Mary Otley, Chief Finance Officer; Joe Kerby, County Administrator*

VI. Consent Calendar (The Consent Calendar is approved with one motion)

- 6.1 In the Matter of Reappointing Curtis Wright to the Budget Committee and Updating Termination Dates to Reflect Revised Bylaw Changes – *Mary Otley, Jenn Ambuehl; Finance Services*

VII. Departmental Reports and Requests

- 7.1 Discussion and Decision to Approve 2020-2022 Coronavirus Emergency Supplemental Funding Subgrant Agreement IGA #6033 Between the State of Oregon and Benton County – *Justin Carley, Probation and Parole*
- 7.2 Discussion and Decision to Approve an Order Authorizing the Weight Limit Posting on McFarland Road Bridge, County Bridge No. 45500-10 – *Michael Johnson, Public Works*

VIII. Other

ORS 192.640(1)" . . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects."

The Board of Commissioners may call an executive session when necessary pursuant to ORS 192.660. The Board is not required to provide advance notice of an executive session. However, every effort will be made to give notice of an executive session. If an executive session is the only item on the agenda for the Board meeting, notice shall be given as for all public meetings (ORS 192.640(2)) and the notice shall state the specific reason for the executive session as required by ORS 192.660.

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 should be made at least 48 hours before the meeting to the Board of Commissioners Office, (541) 766-6800.

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 10/06/20

View [Agenda Tracker](#)

Suggested Placement * BOC Tuesday Meeting

Department * Finance

Contact Name * Jenn Ambuehl

Phone Extension * 6257

Meeting Attendee Name * Mary Otley/Jenn Ambuehl

Agenda Item Details



Item Title * Re-appointment to the Benton County Budget Committee & update terms to reflect revised Budget Bylaws

- Item Involves *** Check all that apply
- Appointments
 - Budget
 - Contract/Agreement
 - Discussion and Action
 - Discussion Only
 - Document Recording
 - Employment
 - Notice of Intent
 - Order/Resolution
 - Ordinance/Public Hearing 1st Reading
 - Ordinance/Public Hearing 2nd Reading
 - Proclamation
 - Project/Committee Update
 - Public Comment
 - Special Report
 - Other

Estimated Time * 10 minutes

Board/Committee Involvement * Yes No

Advertisement*

Yes

No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues*

Benton County Budget Bylaws were revised and adopted by the Board of Commissioners in May 2020. This revision included changing Section 2. Terms of Office to reflect 4 year terms that begin on January 1 and end on December 31. Under the previous term conditions, Curtis Wright's appointment to the budget committee expired on August 31 of 2020. The intent of this action is to reappoint Curtis Wright under the revised term conditions and update the Committee roster to reflect the change in terms from September 1 through August 31 to January 1 through December 31 to reflect the revised Budget Bylaws.

Options*

- 1) Approve
- 2) Do not Approve

Fiscal Impact*

- Yes
- No

2040 Thriving Communities Initiative

Mandated Service? * Yes
 No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

Mandated Service Description * If this agenda checklist describes a mandated service or other function, please describe here.
Benton County Board of Commissioners are responsible for appointing committee members to the Budget Committee per ORS Chapter 199.450.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values * Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

Explain Core Values Selections * N/A

Focus Areas and Vision * Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

Explain Focus Areas and Vision Selection * N/A

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations* Staff recommends approval and reappointment

Meeting Motions* I move to ...
I move to approve the Order reappointing Curtis Wright to the Benton County Budget Committee and update the Budget Committee Roster to reflect the revised term dates in the Budget Bylaws.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Budget Order 201006.doc	32KB
Library CSD Budget Order 201006.doc	32KB
Library Svcs CSD.doc	33.5KB
Budget 201006.docx	18.21KB

Comments (optional) Teresa Farley will be attaching the Order.
If you have any questions, please call ext.6800

Department Approver MARY OTLEY

Department Approval

Comments

Signature

Mary K. Otley

BOC Initial Approval

Approvals Required Counsel
 Finance
 HR

Counsel Approver VANCE CRONEY

Finance Approver MARY OTLEY

**County
Administrator
Approver** JOE KERBY

Comments

Counsel Approval

Comments

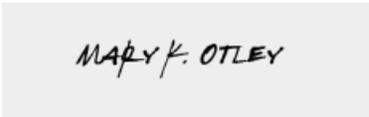
Signature

Vance H. Croney

Finance Approval

Comments

Signature



MARY K. OTLEY

County Administrator Approval

Comments

Signature



BOC Final Approval

Comments

Signature

Teresa Farley

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON**

**In the Matter of Reappointment to the)
BUDGET COMMITTEE)**

ORDER #D2020-075

THE ABOVE ENTITLED MATTER COMING NOW FOR THE CONSIDERATION OF THE BOARD AND,

WHEREAS, the bylaws were revised on May 26, 2020 revising the beginning term date of September 1 to January 1, which then puts them in the same timeframe as other county advisory boards and committees.

IT APPEARING TO THE BOARD

THAT the following qualified and knowledgeable individual has indicated a willingness to serve on this board:

<u>Name</u>	<u>Appointed & Position</u>
Curtis Wright	Appointed: 10/06/20 Expires: 12/31/24 Position: 1

NOW, THEREFORE, IT IS HEREBY ORDERED that the above individual is hereby reappointed to the Budget Committee.

Adopted this 6th day of October, 2020.

Signed this 6th day of October, 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

Pat Malone, Chair

Xanthippe Augerot, Commissioner

Annabelle Jaramillo, Commissioner

**BENTON COUNTY
BUDGET COMMITTEE (BC)**

<u>POSITION</u>	<u>NAME</u>	<u>TERM PERIOD</u>	<u>TERM SERVING</u>	<u>DATE APPOINTED</u>
1	Curtis Wright	Begin: 09/01/20 Expire: 12/31/24	2 nd Term	09/06/16 10/06/20 reappt'd
2	Robin de La Mora	Begin: 09/01/19 Expire: 12/31/23	Partial Term	05/05/20
3	Nancy Wyse	Begin: 09/01/18 Expire: 12/31/22	1 st Term	03/05/19

STAFF: Mary Otley, Chief Financial Officer: 541-766-6767

RECORDER: Jennifer Ambuehl – 541-766-6257

TERM LIMIT: 4 years (*previously 3*), January 1 – December 31, staggered terms. Amended beginning date from September 1 to January 1 (Bylaws 05/26/20).

MEMBERS: Six members: the three Board of Commissioners plus three appointees who shall be electors and shall not be officers, agents or employees of Benton County

MEETINGS: Irregular Times

- 3 citizen appointments to four-year staggered terms
- Citizens must be electors of the county
- Cannot be employed by the county
- Board of Commissioner recruited
- Appointment ends December 31

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 10/06/20

View [Agenda Tracker](#)

Suggested Placement * BOC Tuesday Meeting

Department * Sheriff's Office

Contact Name * Justin Carley

Phone Extension * 6224

Meeting Attendee Name * Justin Carley

Agenda Item Details

Item Title * Approval of 2020 – 2022 DOC Coronavirus Emergency Supplemental Funding Subgrant Agreement IGA #6033

Item Involves * Check all that apply

- Appointments
- Budget
- Contract/Agreement
- Discussion and Action
- Discussion Only
- Document Recording
- Employment
- Notice of Intent
- Order/Resolution
- Ordinance/Public Hearing 1st Reading
- Ordinance/Public Hearing 2nd Reading
- Proclamation
- Project/Committee Update
- Public Comment
- Special Report
- Other

Estimated Time * 15 minutes

Board/Committee Involvement * Yes No

Advertisement*

Yes

No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

The Oregon Department of Corrections requested funding back in May from (CESF) Coronavirus Emergency Supplemental Funds. The Specific guidelines include; It must be spent on housing needs associated with the preparation for, response to, and prevention of the spread of COVID-19, must be used for NON-COVID cases, expenses associated with COVID positive cases are to be funded by other means, and must not be used to supplant existing costs.

The goal of the Coronavirus Emergency Supplemental Funding grant is to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. Allowable projects and purposes under this Agreement are limited to the housing needs of non-COVID positive clients under the Subgrantee's supervision where those needs are associated with the preparation for, response to, and prevention of the spread of COVID-19.

Coronavirus Emergency funding is made available to counties based on a formula that matches the County's percentage share of community corrections grant-in-aid funds.

The Oregon Department of Corrections also requires counties to enter into an Intergovernmental Agreement (IGA) to receive Coronavirus Emergency funding. The IGA must be approved by the Board of Commissioners and submitted to the Department of Corrections for Coronavirus Emergency Supplemental Grant Funding.

Options *

- 1) Approve
- 2) Do not Approve

Fiscal Impact *

- Yes
- No

Fiscal Impact Description *

Funding which was based on a percentage allocation is \$4,870.00. These funds will be used to housing non-COVID positive clients.

2040 Thriving Communities Initiative

Mandated Service?* Yes
 No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values* Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

Explain Core Values Selections* COVID-19 has a direct impact on Health and Communities of Benton County

Focus Areas and Vision* Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

Explain Focus Areas and Vision Selection* Grant funds will be spend on housing needs associated with the preparation for, response to, and prevention of the spread of COVID-19 and must be used for NON-COVID cases within the community.

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations* It is respectfully recommended the Board of Commissioners approve the 2020-2022 Coronavirus Emergency Supplemental Funding Subgrant Agreement IGA #6033 between the State of Oregon and Benton County.

Meeting Motions* I move to ...
I move to approve the 2020-2022 Coronavirus Emergency Supplemental Funding Subgrant Agreement IGA #6033 between the State of Oregon and Benton County.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

6033 Benton County CESF Agreement Exhibit A.docx	36.41KB
6033 Benton County CESF Agreement Exhibit B.pdf	206.33KB
6033 Benton County CESF Agreement Exhibit C.docx	27.25KB
6033 Benton County CESF Agreement vance signed.pdf	671.02KB

Comments (optional) If you have any questions, please call ext.6800

Department Approver SCOTT JACKSON

Department Approval

Comments

Signature



J Scott Jackson

BOC Initial Approval

Approvals Required Counsel

Finance

HR

Counsel Approver VANCE CRONEY

Finance Approver MARY OTLEY

**County
Administrator
Approver** JOE KERBY

Comments

Counsel Approval

Comments

Signature

Vance H. Croney

Finance Approval

Comments

Signature

A rectangular box containing a handwritten signature in cursive script that reads "Mary K. Otley".

County Administrator Approval

Comments

Signature



BOC Final Approval

Comments

Signature

Teresa Farley

OREGON DEPARTMENT OF CORRECTIONS
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SUBGRANT AGREEMENT #6033

2575 Center St. NE
Salem, OR 97301

This Subgrant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Corrections, hereafter referred to as “DOC,” and **Benton County**, hereinafter referred to as “Subgrantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the date when it is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, DOC shall provide Subgrantee an amount not to exceed **\$4,870.00** (the “Grant Funds”) to assist Subgrantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Subgrantee solely for Eligible Costs (as described in Section 4.a) incurred by Subgrantee as outlined in Exhibit A during the Project Period. DOC’s obligation to disburse Grant Funds under this Agreement shall end on the Project End Date. The Grant Funds provided under this Agreement are a subaward of federal funds received by DOC under a Federal award. Additional information on the Federal award and subaward are set forth in Exhibit C.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description**
- Exhibit B: **Federal Terms and Conditions**
- Exhibit C: **Federal Award and Subaward Information**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit C, Exhibit B, this Agreement without Exhibits; Exhibit A.

3. Reports. Subgrantee shall submit the reports required by this section.

a. Progress Reports. Subgrantee shall submit to DOC a progress report, together with such other Project information as DOC may reasonably request, (collectively, a “Progress Report”) every 6 months during the Project Period. Progress Reports must be received by DOC no later than January 11 and July 11, in each case reporting for the prior calendar 6-month period. Additionally, Subgrantee shall submit to DOC, no later than January 8, an annual Progress Report for the prior year that describes, in a narrative fashion, Subgrantee’s

progress in meeting the Project's objectives and any remedial actions necessary if those objectives have not been met in any respect. Progress Reports must be submitted by email to DOC's Contact identified on the signature page and contain all of the requested data. Subgrantee must receive prior approval from DOC to submit a Progress Report after its due date.

b. Financial Reports. Subgrantee shall submit to DOC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial Reports must be received by DOC no later than October 11, January 11, April 11, and July 11 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Subgrantee must receive prior approval from DOC to submit a Financial Report after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, DOC shall disburse the Grant Funds in a single installment of \$4,870.00. DOC shall disburse the Grant Funds within 30 days of the execution of this Agreement. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Subgrantee during the Project Period in implementation of the Project, and that are not excluded by DOC, either by this Agreement or by exclusion as a result of financial review or audit.

b. Conditions Precedent to Disbursement. DOC's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. DOC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Subgrantee is in compliance with the terms of this Agreement.

iii. Subgrantee's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Subgrantee under this Agreement that remain unexpended ("Unexpended Funds") on the earlier of termination of this Agreement, completion of the Project, or the Project End Date, must be returned to DOC. Subgrantee shall return all Unexpended Funds to DOC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

6. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to DOC as follows:

a. **Organization and Authority.** Subgrantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subgrantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subgrantee is a party or by which Subgrantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subgrantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Subgrantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Subgrantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subgrantee agrees to notify DOC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Subgrantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Subgrantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. DOC, the Secretary of State of the State of Oregon (the "Secretary"), the United

States Department of Justice Office of Special Programs, Bureau of Justice Assistance (“USDOJ”), and their duly authorized representatives shall have access to the books, documents, papers and records of Subgrantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, DOC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subgrantee shall permit authorized representatives of DOC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Subgrantee as part of the Project, and any transportation services rendered by Subgrantee.

b. Retention of Records. Subgrantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Subgrantee shall retain the records until the questions are resolved.

c. Expenditure Records. Subgrantee shall document the expenditure of all funds disbursed by DOC under this Agreement. Subgrantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DOC to verify how the moneys were expended.

d. Audits. If Subgrantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to DOC within 30 days of completion. If Subgrantee expends less than \$750,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 7.a herein.

e. Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Subgrantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

8. Subgrantee Procurements.

a. Subgrantee shall make purchases of any housing for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

b. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to DOC for any non-competitive or sole-source

procurement. Justification should include a description of the housing procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from DOC in addition to any other approvals required by law applicable to Subgrantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain DOC approval of sole source procurements.

c. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by DOC in advance and in writing.

9. **Default.** Subgrantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Subgrantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Subgrantee herein or in any documents or reports relied upon by DOC to monitor implementation of the Project, the use of the Grant Funds or the performance by Subgrantee is untrue in any material respect when made.

10. **Remedies upon Default.** If Subgrantee's default is not cured within 30 calendar days of written notice thereof to Subgrantee from DOC or such longer period as DOC may authorize in its sole discretion, DOC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from DOC.

11. Termination

a. **Termination by DOC.** DOC may terminate this Agreement upon thirty (30) days advance written notice of termination to Subgrantee. In addition, DOC may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by DOC in such written notice, if:

i. Subgrantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Subgrantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or

- iii. Subgrantee takes an action without the approval of DOC that, under the provisions of this Agreement, requires the approval of DOC; or
- iv. DOC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow DOC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. Termination by Subgrantee. Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to DOC, or at such later date as may be established by Subgrantee in such written notice, if:

- i. After conferring with DOC, Subgrantee has determined that the requisite local funding to continue the Project is unavailable to Subgrantee or Subgrantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Subgrantee at the time it executed this Agreement and that are beyond Subgrantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Effect of Termination. Upon termination of this Agreement, DOC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 11.a.iv, 11.a.v, 11.a.vi, or 11.b, DOC will disburse Grant Funds to cover Eligible Costs incurred by Subgrantee prior to termination that DOC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Subgrantee's obligations under this Agreement or DOC's right to enforce this Agreement against Subgrantee in accordance with its terms, with respect to Grant Funds actually received by Subgrantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

12. GENERAL PROVISIONS

a. Contribution. 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 DOC or Subgrantee relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which DOC is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), DOC 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of the DOC on the one hand and of the Subgrantee 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 DOC on the one hand and of Subgrantee 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. DOC'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 DOC had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with DOC (or would be if joined in the Third Party Claim), Subgrantee 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 DOC in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of DOC 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 Subgrantee on the one hand and of DOC 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. Subgrantee'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.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law.

d. Duplicate Payment. Subgrantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from

any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. DOC and Subgrantee 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subgrantee or any other person pertaining to any matter resulting from this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Subgrantee Contact or DOC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against DOC, such facsimile transmission must be confirmed by telephone notice to DOC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Subgrantee hereby grants to DOC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Subgrantee shall deliver copies of Work Product to DOC upon request. In addition, if applicable law requires that DOC or Subgrantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the DOC or the United States own such intellectual property, then Subgrantee shall execute such further documents and instruments as DOC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DOC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between DOC (and/or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Subgrantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, 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 Section 12.h.iii applies to a Claim brought against DOC or any other agency or department of 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 Section 12.h.iii 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.

i. **Compliance with Law.** Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit B, as applicable. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** All employers, including Subgrantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subgrantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. **Independent Contractor.** Subgrantee shall implement the Project as an independent contractor and not as an agent or employee of DOC. Subgrantee has no right or authority to incur or create any obligation for or legally bind DOC in any way. DOC cannot and will not control the means or manner by which Subgrantee implements the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the

appropriate means and manner of implementing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an “officer”, “employee”, or “agent” of DOC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

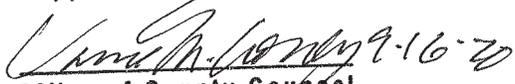
The signatures of the parties follow on the next page.

Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Subgrantee – Benton County Board of Commissioners

Signature of Subgrantee Date

Name/Title

Approved As To Form:

Office of County Counsel

Approved by Department of Corrections

Eric McDowell, Contracts Officer Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated August 28, 2020

DOC Contact
Denise Sitler
2575 Center Street NE
Salem, OR 97301
denise.sitler@doc.state.or.us
(503) 945-9051

Subgrantee Contact
Justin Carley
180 NW 5th Street
Corvallis, OR 97330
Justin.j.carley@co.benton.or.us
(541) 766-6758

EXHIBIT A

Project Description

The goal of the Coronavirus Emergency Supplemental Funding grant is to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. Allowable projects and purposes under this Agreement are limited to the housing needs of non-COVID positive clients under the Subgrantee's supervision where those needs are associated with the preparation for, response to, and prevention of the spread of COVID-19.

Subgrantee will use Grant Funds only for client housing.

Project Start Date: January 20, 2020

GRANT #: CESF-20-25

GRANTEE PROGRAM CONTACT: Justin Carley

EMAIL: Justin.J.Carley@co.benton.or.us

TELEPHONE: 541-766-6224

Project End Date: January 19, 2022

CFDA #: 16.034

GRANTEE FISCAL CONTACT: Dawn Dale

EMAIL: Dawn.Dale@co.benton.or.us

TELEPHONE: 541-766-6884

EXHIBIT B

Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- II. No Supplanting. The Subgrantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.
- III. Compliance with Applicable Law. The Subgrantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and DOC in the performance of this Agreement. Without limiting the generality of the foregoing, Subgrantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by the Oregon Criminal Justice Commission, including but not limited to:
 - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
 - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 - G. Clean Air Act, 42 USC 7401 et seq.
 - H. Clean Water Act, 33 USC 1368 et seq.
 - I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 - J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 - K. Endangered Species Act of 1973, 16 USC 1531 et seq.
 - L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subgrantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The DOC will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall

be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Subgrantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

In accordance with Federal civil rights laws, the Subgrantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to DOC. DOC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for DOC and OCR are as follows:

Oregon Department of Corrections
2575 Center St NE
Salem, Oregon 97301

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the Subgrantee to comply with DOJ’s Global Justice Information Sharing Initiative (DOJ’s Global) guidelines and recommendations for this particular grant. Subgrantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov.gsp_grantcondition. Subgrantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Subgrantee may be fined as per 42 U.S.C 3789g(c)-(d). Subgrantee may not satisfy such a fine with federal funds.
- C. Subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Subgrantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the DOC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- VIII. Equal Employment Opportunity Plan (EEOP). The Subgrantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single award of \$500,000 or more. If the Subgrantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public Subgrantee agencies receiving less than \$25,000, or public Subgrantee agencies with fewer than 50 employees, regardless of the amount of the award, the

Subgrantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Subgrantee must maintain a current copy on file which meets the applicable requirements. **The Subgrantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Subgrantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Subgrantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Subgrantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;
2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Subgrantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
 - D. Notifying the employee that, as a condition of employment under the award, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the Subgrantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace.
- XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

EXHIBIT C

Federal Award and Subaward Information
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Benton County
2. Subrecipient's unique entity identifier (e.g. DUNS number): 081966004
3. Federal Award Identification Number (FAIN): 2020-VD-BX-0540
4. Federal Award Date: May 14, 2020
5. Sub-award Period of Performance Start and End Date: From January 20, 2020 to January 19, 2022
6. Total Amount of Federal Funds Obligated by this Agreement: \$4,870.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$4,870.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$4,870.00
9. Federal award project description: CESF for housing non-COVID positive clients
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Bureau of Justice Assistance
 - (b) Name of pass-through entity: State of Oregon acting by and through its Department of Corrections
 - (c) Contact information for awarding official of the pass-through entity: Denise Sitler 2575 Center Street NE, Salem, OR 97301, denise.sitler@doc.state.or.us (503) 945-9051
11. CFDA Number and Name: 16.034 Coronavirus Emergency Supplemental Funding Program
Amount: \$4,870.00
12. Is Award Research and Development? Yes No
13. Indirect cost rate for the Federal award: 10 %

*For the purposes of this Exhibit, the term "Subrecipient" refers to Grantee, and the term "pass-through entity" refers to DOC.
**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

BOC Agenda Checklist Master

Agenda Placement and Contacts

Suggested Agenda Date 10/06/20

View [Agenda Tracker](#)

Suggested Placement * BOC Tuesday Meeting

Department * Public Works

Contact Name * Michael Johnson

Phone Extension * 6824

Meeting Attendee Name * Michael Johnson

Agenda Item Details

Item Title * Weight Limit Posting on McFarland Rd Bridge, over Muddy Creek Overflow, County Road No. 45500

- Item Involves *** Check all that apply
- Appointments
 - Budget
 - Contract/Agreement
 - Discussion and Action
 - Discussion Only
 - Document Recording
 - Employment
 - Notice of Intent
 - Order/Resolution
 - Ordinance/Public Hearing 1st Reading
 - Ordinance/Public Hearing 2nd Reading
 - Proclamation
 - Project/Committee Update
 - Public Comment
 - Special Report
 - Other

Estimated Time * 5 minutes

Board/Committee Involvement * Yes No

Advertisement*

Yes

No

Issues and Fiscal Impact

Item Issues and Description

Identified Salient Issues *

The 17 foot long timber bridge spanning Muddy Creek Overflow was constructed in 1962. Since the bridge is less than 20 feet in length, it is not included in ODOT's bridge inventory for regular inspections and load rating updates.

On September 15, 2020, Public Works staff completed load rating calculations for the bridge as part of a maintenance assessment after finding no evidence of a previous load rating in the bridge history. The results of the load rating indicate the structure is inadequate to support modern freight transport vehicles so an "Emergency" 16-ton weight limit was posted on September 17, 2020 to protect life safety.

The posting is required due to timber superstructure and substructure components of inadequate size to support modern design vehicle loading. The bridge superstructure is in fair condition and substructure is in poor condition. Public works staff have scheduled substructure repair work for September 28-30, 2020; however, strengthening the superstructure would be required to remove the weight restriction.

The new posting is expected to have minor impact on transportation as alternate routes are available. A map and picture of the posted weight limit are attached.

Options *

Adopt the Order

Fiscal Impact *

- Yes
- No

Fiscal Impact Description *

Negligible – Installation of two signs; <\$200

2040 Thriving Communities Initiative

Mandated Service?* Yes
 No

2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

Mandated Service Description* If this agenda checklist describes a mandated service or other function, please describe here.
If a bridge cannot sustain, due to deterioration, the legal loads, then a weight limit must be ordered.

Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

Core Values* Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- NA

Explain Core Values Selections* It is a Core Value to have safe and accessible bridges.

Focus Areas and Vision* Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- NA

Explain Focus Areas and Vision Selection* A Public Works Focus areas is to maintain a safe transportation system.

Recommendations and Motions

Item Recommendations and Motions

Staff Recommendations* Staff respectfully recommends that the Board of Commissioners adopt the Order so the posted restriction on McFarland Rd is finalized.

Meeting Motions* I move to ...
I move to adopt the Order authorizing the Weight Limit Posting on McFarland Rd. Bridge, over Muddy Creek Overflow (County Bridge No. 45500-10), effective September 17, 2020.

Attachments, Comments, and Submission

Item Comments and Attachments

Attachments

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Order - McFarland Rd Bridge 45500-10 Posting.pdf	73.71KB
45500-10 Weight Limit Signs Map.pdf	631.42KB

Comments (optional) If you have any questions, please call ext.6800

Department Approver GARY STOCKHOFF

Department Approval

Comments

Signature

A rectangular box containing a handwritten signature in cursive script that reads "Gary A. Stockhoff".

BOC Initial Approval

Approvals Required Counsel

Finance

HR

Counsel Approver VANCE CRONEY

**County
Administrator
Approver** JOE KERBY

Comments

Counsel Approval

Comments

Signature

Vance H. Croney

County Administrator Approval

Comments

Signature



BOC Final Approval

Comments

Signature

Teresa Farley

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON**

**In the Matter of Imposing a Weight Limit)
on McFarland Road Bridge) ORDER NO. D2020-074
County Bridge No. 45500-10)**

Pursuant to the general authority of the Benton County Board of Commissioners and ORS Chapter 810 for the imposition of traffic restrictions and the erection of traffic signs and signals it is,

HEREBY ORDERED that a 16-ton Weight Limit be placed on County Bridge No. 45500-10 on McFarland Road starting September 17, 2020.

IT IS FURTHER ORDERED that the County Public Works Department secure and erect traffic devices in accordance with the provisions of the Manual on Uniform Traffic Control Devices (MUTCD) as approved by the Federal Highway Administrator.

Approved for Traffic Engineering Requirements

County Engineer: _____
Laurel Byer, P.E.

Adopted this 6th day of October, 2020.

Signed this 6th day of October, 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

Pat Malone, Chair

Xanthippe Augerot, Commissioner

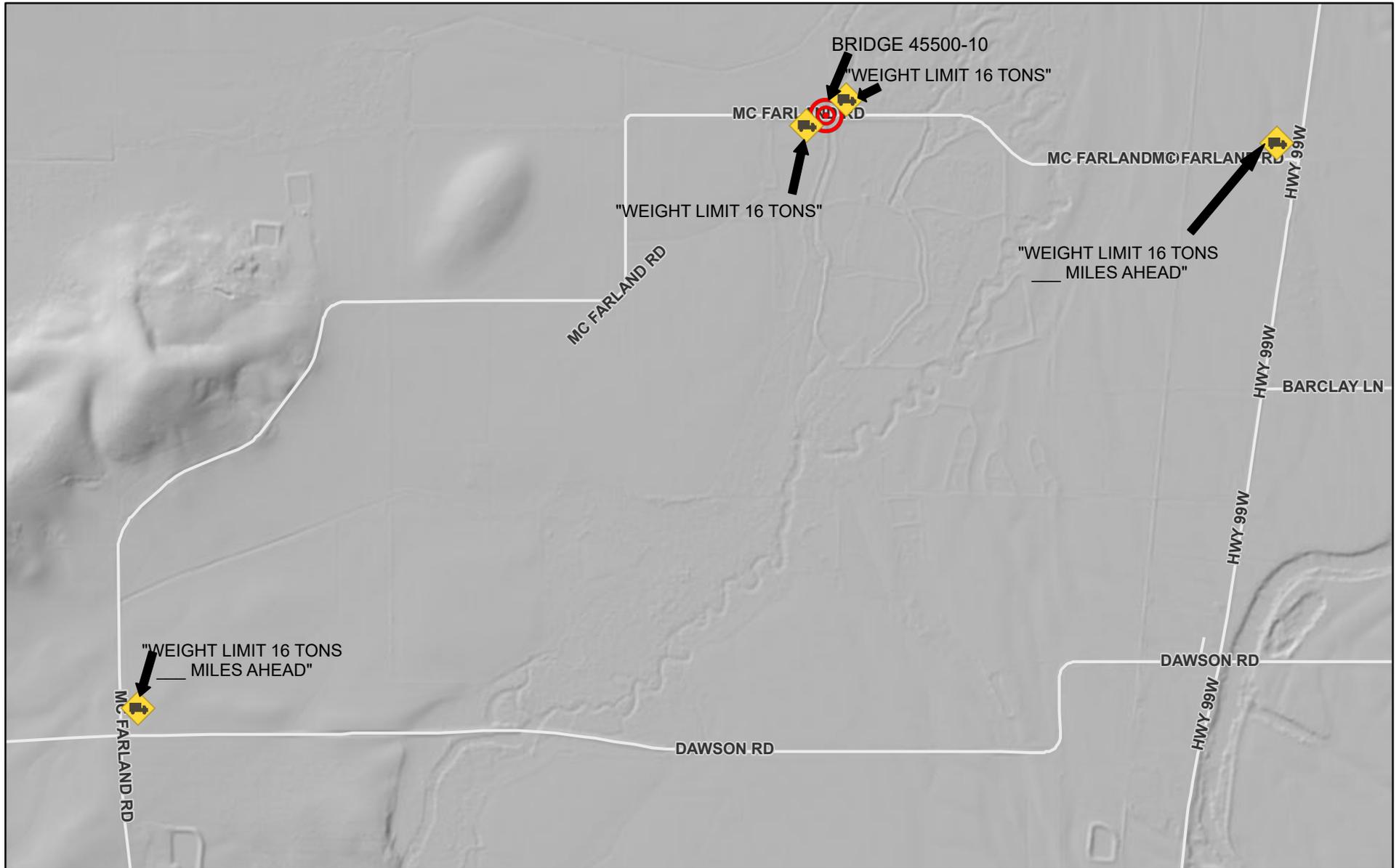
Annabelle Jaramillo, Commissioner

Approved to form: _____ Posted by: _____

_____ Date: _____

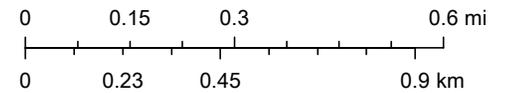
Vance Croney, County Counsel

BRIDGE 45500-10 WEIGHT RESTRICTION



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Benton County, Oregon, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS,

Benton County, Oregon
MAY NOT BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES