



## RESOLUTION 2020-092

### APPROVING INTERGOVERNMENTAL AGREEMENT AMENDMENT #1 BETWEEN WASHINGTON COUNTY AND CITY OF SHERWOOD FOR CITIES AND SPECIAL DISTRICT ASSISTANCE PROGRAM

**WHEREAS**, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including Washington County; and

**WHEREAS**, the City has applied for allocation of a portion of the Cities and Special Districts Assistance Program funds as a Subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of necessary expenses due to the COVID-19 public health emergency; and

**WHEREAS**, on December 1, 2020, the City of Sherwood was notified by Washington County of its eligibility for additional reimbursement of up to \$1,290,346 of said expenses; and

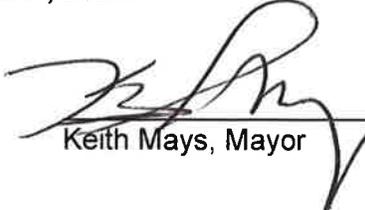
**WHEREAS**, this intergovernmental agreement amendment would allow for reimbursement of additional said expenses; up to \$1,290,346.

#### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is authorized to sign an Intergovernmental Agreement Amendment #1 with Washington County in a form substantially similar to the attached Exhibit 1.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 15<sup>th</sup> of December, 2020.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

Contract No:

## **INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 1**

This Amendment is made and entered into by and between, City of Sherwood (“Organization”) and Washington County, a political subdivision of the State of Oregon (“County”), County and Organization may be jointly referred to as the “Parties” or individually as a “Party.”

This Amendment modifies that certain contract between the Parties, the original contract number being 20-1381.

### Recitals:

WHEREAS, on November 3, 2020, the Washington County Board of Commissioners approved an additional allocation of \$2,500,000.00 for the Cities and Special Districts Assistance Program; and,

WHEREAS, On December 1, 2020, County allocated an additional amount of \$4,165,380 for a total additional allocation of \$6,665,380 for the Cities and Special Districts Assistance Program; and,

WHEREAS, on December 1, 2020, Organization was allocated an additional \$1,290,346 to its portion of the Cities and Special Districts Assistance Program to be expended on or before December 30, 2020.

### The contract is amended as follows:

Section 1.1 shall be replaced in its entirety by:

County shall distribute at total of up to \$1,576,912 from the Cities and Special Districts Assistance Program funds to Organization within ten (10) days of receipt of the required reports described in Sections 2.2 through 2.4 of this Agreement, including backup documentation for actual incurred expenses from Organization.

Section 2.1 shall be replaced in its entirety by:

Organization may request reimbursement from the County for up to \$1,576,912 of the Cities and Special Districts Assistance Program funds in the initial report and following monthly reports for actually incurred eligible expenditures.

Section 2.2 shall be replaced in its entirety by:

Organization shall submit an initial report with reimbursement request no later than August 31st, 2020 to the County for expenditures actually incurred from March 1st, 2020 through July 31st, 2020 to be reimbursed with Cities and Special Districts Assistance Program funds. This report and all other reports shall include copies of all receipts, invoices, payroll reports, or other relevant backup for all expenditures that Organization is asking to be reimbursed for. All reports and documentation are to be submitted to the Program Coordinator, Christine Thornhill, Christine\_Thornhill@co.washington.or.us

Section 2.4 shall be replaced in its entirety by:

Organization shall submit a Final report and reimbursement request on or before January 15th, 2021 for expenditures incurred between November 15th, 2020 through December 30th, 2020.

Section 2.11.3 shall be replaced in its entirety by:

Were incurred during the period that begins March 1, 2020 and ends on December 30, 2020.

Section 4.1 shall be replaced in its entirety by:

This Amendment extends the termination date of the Agreement from December 30, 2020 to March 1, 2021, unless extended by mutual written consent of the Parties.

Attachment R is replaced in its entirety by the attached.

Effective Date of Amendment: December 2, 2020, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

This Amendment is agreed upon by the Parties and executed by the duly authorized signatures below.

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**CITY OF SHERWOOD, OREGON**

\_\_\_\_\_  
AUTHORIZED SIGNATURE #1

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**ATTACHMENT R**  
**Intergovernmental Agreement ONLY**  
**COVID-19 RESPONSE**

**Required for all Agreements that are funded in whole or in part by Federal Grant Funds**  
**Clauses required in non-Federal entity's contracts**  
**Source: 2 CFR Part 200, Appendix II**

**Catalog of Federal Domestic Assistance (CFDA) number(s) of federal funds to be paid through this Agreement: 21.019**

**Contractor or Sub-Recipient Determination - Washington County determines that:**  
 Recipient is a sub-recipient;      OR       Recipient is a contractor

**AUDIT CLAUSES**

Recipient shall comply with the following applicable provisions below.

**Audits/Costs**

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.
- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency 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.

**Maintenance of Financial Records**

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

## **Attachment R**

### **Access to Records**

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

### **Cost Principles**

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **Financial Reports**

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

### **Expenditure Records**

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

## Attachment R

I. **Government Entity (Recipient) shall comply with all applicable provisions below.**

- (A) **Administrative, contractual, or legal remedies** are addressed in the Intergovernmental Agreement (Sections 6, 8, 9, and 10) as well as any other applicable provisions in the Agreement and Attachments
- (B) **Termination provisions** are addressed in the Intergovernmental Agreement (Section 6) as well as any other applicable provisions in the Agreement and Attachments
- (C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply 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”). If this section applies, Recipient must 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, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entitys 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 Recipient is 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. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.
- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

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Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient 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 federal awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** If the amount of this contract exceeds \$150,000 Recipient shall 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689).**

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- b. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- c. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- d. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

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- e. Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>
- f. Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

**(I) 2 CFR Section 200.322 Procurement of recovered materials.** Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:**

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an 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 Recipient shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Recipient shall 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 subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any

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- person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
  - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### II. FEMA Required Language:

(A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.

(B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as

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reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.

(F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

*III. **HIPAA Compliance.** If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.*

## Attachment R

### Information Required by 2 CFR 200.331 (a)

1. CFDA Number: 21.019  
CFDA Name: CARES Act - Coronavirus Relief Fund  
Amount: \$ 0.00

2. Federal Award Identification:

i. Contractor name (must match DUNS name):

ii. Contractor DUNS number:

iii. Federal Award Identification Number (FAIN): N/A

iv. Federal Award Date: March 27, 2020

v. Sub-Award Period of Performance Start/End Dates: From: \_\_\_\_\_ To: \_\_\_\_\_

vi. Total Amount of Federal Funds Obligated by this Agreement: \$ 0.00

vii. Total Amount of Federal Award Obligated to the Subrecipient by the pass-through Entity: \$ 0.00

viii. Total Amount of Federal Award Committed to the Subrecipient by the pass-through Entity: \$ 0.00

ix. Federal Award Project Description:

x. 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: U. S. Treasury

b. Name of pass-through Entity: Washington County, OR

c. Contact information for awarding official of the pass-through Entity:

Sia Lindstrom sia\_lindstrom@co.washington.or.us

xi. Washington County Program Name:

xii. Is Award R&D? Yes

xiii. Indirect Cost Rate for Federal Award: 0%