



Administration Office
503/645-6433
Fax 503/629-6301

**Board of Directors Special Meeting
Wednesday, August 19, 2020**

4:30 pm

AGENDA

1. Call Special Meeting to Order
2. [Approve: Intergovernmental Agreement with Washington County for Funding Exchange and Additional Cities and Special Districts Assistance Grant Allocation for COVID-19 Response Cost Relief](#)
3. Adjourn

Due to the current State of Emergency as a result of the COVID-19 pandemic, the THPRD Board of Director's August 19, 2020 Special Meeting will be conducted electronically. Live streaming of this meeting will be available at <https://youtu.be/L3hxzhZ2gw> and also posted on the district's website at www.thprd.org

Public Testimony: Testimony is being accepted for this meeting by email only. If you wish to submit testimony on the agenda item noted above, please do so **by 3 pm on August 19, 2020** to boardofdirectors@thprd.org. Testimony received by the designated time will be read into the record with a 3-minute time limit.

In compliance with the Americans with Disabilities Act (ADA), this material, in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



MEMO

DATE: August 12, 2020
TO: Doug Menke, General Manager
FROM: Lori Baker, Chief Financial Officer

RE: **Intergovernmental Agreement with Washington County for Funding Exchange and Additional Cities and Special Districts Assistance Grant Allocation for COVID-19 Response Cost Relief**

Introduction

Washington County Board of Commissioners is considering an allocation of \$500,000 to the District to fulfill the County's goal of building public mental health and community psyche in response to COVID-19. In the process of collaborating with the County on this funding, it was determined that the events and programs under this funding could be best completed by using District unrestricted funds, to provide flexibility in program design and timing. In exchange for providing unrestricted funds to support this program, the County is anticipated to provide an additional allocation of federal pass-through funding under the Cities and Special Districts Assistance program.

Background

On March 27, 2020, the federal government approved the CARES Act to address the critical negative impacts of the pandemic. The CARES Act provided \$150 billion in Coronavirus Relief Funds for state and local governments. Washington County was awarded \$104,660,474. The County formed a CRF Work Group to consider the highest priority public health, business and community stabilization needs. The Cities and Special Districts Assistance Grant was one of the programs approved by the Board of County Commissioners. Additionally, the County allocated \$1 million to the Building Public Mental Health and Community Psyche program, and determined that the funds should be allocated by County District, with THPRD being the convener for Districts 1 and 2.

THPRD submitted an application for the Building Public Mental Health and Community Psyche program in coordination with the City of Beaverton, with \$408,000 in funding for THPRD programs and community partnership support, and \$92,000 in funding for City of Beaverton events, for a total reimbursement request of \$500,000, to be administered by THPRD. The County is anticipated to allocate \$500,000 under the program and agreed to a funding exchange to provide the most flexibility for completion of the events and programs. The next step in the process is to enter into an intergovernmental agreement with Washington County for the funding exchange, and an amendment to the intergovernmental agreement with Washington County for disbursement of the additional Cities and Special Districts Assistance Grant allocation. All grant funds awarded under the Cities and Special Districts Assistance Grant are subject to 2 CFR 200, Department of Treasury CARES Act Guidance, Section 601(d) of the Social Security Act, the County's Cities and Special Districts grant description, and any additional federal guidance that applies.

Proposal

Staff are seeking board of directors' approval of an intergovernmental agreement and associated documents for the funding exchange with Washington County and authorization for the general manager or his designee to execute the necessary documents to facilitate the project. A draft IGA is attached (Exhibit A).

Staff are also seeking board of directors' approval of an amendment to an existing intergovernmental agreement and associated documents for the Cities and Special Districts program grant award with Washington County and authorization for the general manager or his designee to execute the necessary documents to facilitate the project. A draft IGA is attached (Exhibit B).

Benefits of Proposal

The proposal will result in funding to reimburse the district for a portion of the costs incurred in response to COVID-19, and allow the district to fund events and programs that meet the goals of Washington County's Building Public Mental Health and Community Psyche program.

Potential Downside of Proposal

There is no apparent downside to the proposal.

Action Requested

Board of directors' approval of the intergovernmental agreement, amended intergovernmental agreement and associated documents with Washington County and authorization for the general manager or designee to execute the necessary documents to facilitate the project.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND TUALATIN HILLS PARK AND
RECREATION DISTRICT**

For Public Mental Health & Community Psyche Program

FOR COORDINATION OF A FUNDING EXCHANGE OF FEDERAL CARES GRANT
AND UNRESTRICTED FUNDS TO SUPPORT COMMUNITY EVENTS

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and TUALATIN HILLS PARK AND RECREATION DISTRICT, acting by and through its elected officials, hereinafter referred to as “District”. County and District may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, prohibited non-essential social and recreational gatherings of individuals outside of home or place of residence and imposed social distancing requirements that curtailed traditional committee gatherings and events; and
6. 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 the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary

expenses associated with the COVID-19 Public Health Emergency; and

8. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$1,000,000.00 from the County's allocation of the Fund for building Public Mental Health and Community Psyche as one of the four principles for the utilization of the County's allocation of the Fund. Included in the Public Mental Health and Community Psyche allocation was \$500,000 identified for Washington County Districts 1 and 2. The DISTRICT was identified as the convener of Districts 1 and 2; and
9. WHEREAS, on the same day, the Washington County Board of Commissioners approved the distribution of \$7,000,000.00 from the County's allocation of the Fund (Cities and Special Districts Assistance Program) to provide economic relief and reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and
10. WHEREAS the District has applied and is eligible for an 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 unbudgeted necessary expenses due to the COVID-19 public health emergency; and
11. WHEREAS, in the process of collaborating with the County on the Public Mental Health and Community Psyche Program, District indicated that the County's goal of building public mental health and community psyche could be met with programs financed with unrestricted funds of the District;
12. WHEREAS, the County, in recognition of District's commitment to fund programs supporting the County's Public Mental Health and Community Psyche Program with unrestricted District funds, desires to increase District's allocation of funds under the County's Cities and Special Districts Assistance Program in an equal amount in a fund exchange agreement; and
13. WHEREAS, on August 4, 2020 the Washington County Board of Commissioners reallocated \$1,000,000.00 from the Public Mental Health and Community Psyche program to the Protect Public Health – Cities and Special Districts Assistance Program;

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

Article 1 COUNTY OBLIGATIONS

- 1.1 County shall allocate and distribute an additional \$500,000 under the Cities and Special Districts Assistance Grant Program to District by separate agreement with

District in exchange for District's obligations as stated in this Agreement. The allocation described herein shall be in addition to funds District is otherwise eligible for under the Cities and Special District Assistant Grant Program.

- 1.2 County shall review, verify, and approve all reporting submissions from District.

Article 2 DISTRICT OBLIGATIONS

- 2.1. District agrees to dedicate and use \$500,000 in unrestricted District funds for the Public Mental Health & Community Psyche Program.
- 2.2. District shall conduct or shall cause the events and activities provided in Attachment A, made and incorporated herein, to be conducted in accordance with this Agreement. The events and activities provided in Attachment A, have been identified and planned to satisfy the requirements of the County's Public Mental Health and Community Psyche Program as detailed below. Any supplement or amendment of Attachment A will be submitted to the County, together with corresponding estimated or actual budget for County prior approval and shall:
 - 2.2.1. Aim to supplant and replace other community events and activities that have been cancelled, restricted, or postponed due to the COVID-19 public health crises; and
 - 2.2.2. Be designed and implemented in a manner that complies with all applicable Federal, State or local regulations or orders pertaining to the safe operation of any event or activity including regulations or orders that require gatherings to be limited or restricted in occupancy or size; and
 - 2.2.3. Be planned and carried out with a focus on diversity, equity, and inclusiveness of all County residents; and
 - 2.2.4. Include a mixture of events and activities designed to reach as many County District 1 and County District 2 residents as possible including those living in unincorporated areas of Districts 1 and 2.
- 2.3. District shall expend the unrestricted District funds for the purposes described herein between March 1st, 2020 and March 31, 2021.
- 2.4. District shall provide three written reports to County, describing in reasonable detail all event or activity related expenditures during the reporting period and provide documented proof of said expenditures.
 - 2.4.1. The first report will reflect all expenditures from March 1, 2020 through October 31st, 2020 and will be due by November 15th, 2020.

- 2.4.2. The second report shall cover the period of November 1st, 2020 through December 31st, 2020 and shall be submitted to County no later than January 15th, 2021.
- 2.4.3. The third and final report shall cover the period of January 1st, 2021 through March 1, 2021 and shall be submitted to County no later than April 15th, 2021. The final report should contain a list of all the programs executed, the final amount spent on each program, and the community impact of the program.
- 2.5. District shall supervise or cause the proper supervision of any event or activity and be responsible for all event or activity participants. District shall have full responsibility that all events and activities are conducted in a safe and careful manner. Safe and careful manner includes District's obligation to ensure the event complies with all Federal, State, and local laws, regulations and orders applicable to the event or activity.
- 2.6. District shall promptly provide any documentation requested by County in related to the expenditure of the funds or other obligations under this Agreement.

Article 3 GENERAL PROVISIONS

3.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

3.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. District agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). District

shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

District shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

3.7 REMEDIES

Subject to the provisions in paragraph 3.6 and, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.8 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

3.9 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

3.10 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

Article 4 TERM OF AGREEMENT and SURVIVAL

- 4.1 This Agreement becomes effective on the last date signed below and shall terminate on April 1, 2021, unless extended or terminated by mutual written consent of the Parties.
- 4.2 General Provisions 3.3, and 3.8 shall survive termination or expiration of this Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

WASHINGTON COUNTY, OREGON

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

RECORDING SECRETARY SIGNATURE

DATE

PRINTED NAME

TUALATIN HILLS PARK AND RECREATION DISTRICT

AUTHORIZED SIGNATURE #1

DATE

PRINTED NAME

TITLE

AUTHORIZED SIGNATURE #2

DATE

PRINTED NAME

TITLE

RECORDER SIGNATURE

DATE

PRINTED NAME

APPROVED AS TO FORM:

COUNTY

DISTRICT

COUNTY COUNSEL SIGNATURE

ATTORNEY SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

DATE

Building Public Mental Health & Community Psyche Washington County Commissioner Districts 1 & 2

Tualatin Hills Park & Recreation District

Mobile Programming

Project Name	Description	Populations Served	Connection to promoting public mental health and community psyche due to the pandemic
Mobile Recreation	Free athletic, artistic and educational programs for youth in parks and low-income housing complexes.	Low-income families, Youth BIPOC, Working parents	This program will provide support to some of the area's most vulnerable youth who currently lack access to structured play and learning opportunities due to the pandemic. Without access to these activities, more area youth may experience depression, isolation, and other negative mental health symptoms.
Nature Mobile	Free nature exploration, education, and activities for youth in parks and low-income housing complexes.	Low-income families, Youth BIPOC, Working parents	Research has shown that when youth have access to nature, it can reduce stress, promote creativity, and build confidence. This program would help provide those experiences for suburban youth who may currently have limited access to nature and the outdoors due to the pandemic.
Adaptive Mobile Recreation	Free adaptive recreation programming for people experiencing disabilities in partnership with community based organizations.	People experiencing disabilities	Many of the traditional summer and fall programs offered for people experiencing disabilities have been cancelled due to COVID-19 public health emergency. THPRD has been a reliable provider of social and recreational opportunities for this community for many years, and without summer camps and other social opportunities which were cancelled due to the pandemic, many from this community may experience depression and anxiety.
Wellness on Wheels	Free onsite fitness classes to seniors living in low income areas, in partnership with low income housing providers.	Low-income seniors, BIPOC	Programs for seniors have almost completely shut down because of the pandemic. Many seniors rely on THPRD programs for social and emotional support. Members from this community could suffer negative short and long-term mental health effects without access to wellness programming and recreation.
Fitness in the Park	Free adult and family fitness classes in parks selected for proximity to underserved populations.	Low-income adults, BIPOC	Exercise is critical for our mental and physical health along with our overall wellbeing. Due to the pandemic, many adults and families have lost access to fitness and exercise activities due to programs being cancelled, community centers being closed, and limited space among other restrictions.

THPRD Mobile Programs Subtotal

\$300,000

Community Events & Programs

Project Name	Description	Populations Served	Connection to promoting public mental health and community psyche due to the pandemic
Neighborhood Park Concerts	Free live music. People can participate safely, with appropriate physical distancing, outdoors within their own driveway/neighborhood.	Community at-large	Music has been shown to have positive effects on the brain and can promote mental health. These community concerts will provide people safe opportunities to gather and listen to music while maintaining physical distance.
Neighborhood Park Events	Free games and activities in local parks with focus on newer parks and under-served neighborhoods.	Community at-large	Many people have been isolated and afraid or unable to leave their homes and immediate neighborhoods due to COVID-19. This can negatively impact mental health. These events would provide safe opportunities for people to get outdoors and celebrate community to be connected and supported.

Drive-In Movies	Free family-friendly drive-in movies in the park including movies with community and cultural themes.	Community at-large	Movies in the park have been a tradition for many years. Losing access to long-standing community and family traditions can negatively impact mental health and community psyche. These drive-in movies would help restore some of those beloved traditions for families and individuals across the district.
Seasonal Activities	Free traditional summer and fall activities modified for COVID-19.	Community at-large	Summer and fall activities bring people together, celebrate traditions and the passing of the seasons. Many of the holidays and events during this time help people and families mark milestones. With these events being cancelled due to the pandemic, people and families are missing out on these traditions.
Cultural Celebrations	Free celebrations of diverse art, dance, and culture provided at select locations around the district.	BIPOC, Community at-large, Low-income parents	One way to build public mental health and community psyche during the pandemic is by helping to promote and celebrate cultural understanding and appreciation. This creates a more welcoming, connected community.
Drive-Up Parades	Free community drive-up parades that create and safely engage the community.	Community at-large	Parades are a way for people to celebrate, build community, and share social experiences with others. Due to the pandemic, many annual summer parades have been cancelled. These modified parades will help recreate those moments and spread joy and connectedness in the community, promoting community psyche.
Welcoming Walks	A free organized walk happening as part of the National Welcoming Week to highlight the important contributions of immigrants and refugees and to reaffirm our place as a welcoming and inclusive community.	Immigrant and refugee communities, BIPOC, Community at-large	Welcoming walks have become an important annual event for the immigrant and refugee community in Beaverton. In order to build public mental health and community psyche, it is critical that these experiences and opportunities continue.

THPRD Community Events & Programs Subtotal

\$88,000

Community Partnerships

Project Name	Description	Populations Served	Connection to promoting public mental health and community psyche due to the pandemic
Culturally-Specific Organizations and Community-Based Organizations	Support culturally-specific and community based organizations that need help funding events, gatherings, and activities.	BIPOC, Community-based organizations	BIPOC have disproportionately been impacted by the second-order effects of the pandemic. The mental health and psyche of these communities would benefit from events organized by and for their community.

THPRD Community Partnerships Subtotal

\$20,000

THPRD Total

\$408,000

City of Beaverton

Community Events & Programs

Project Name	Description	Populations Served	Connection to promoting public mental health and community psyche due to the pandemic
Tree Lighting	Transition traditional tree lighting event into a week-long nightly experience. Showcase multicultural decorations and multiple spaces for photo displays throughout City Park.	Community at-large	This long standing tradition has helped shaped the identity and community of Beaverton for years. Community psyche will be detrimentally affected without it. These funds would allow the event to continue safely and be adapted to COVID-19 health and safety guidelines.
Den Gathering Spaces	Transition 1st Street in downtown Beaverton to a safe, physically distanced, space for people to eat outdoors, supporting a partnership of local restaurants downtown, help provide musical entertainment.	Community at-large	People need places to safely gather to eat and enjoy the company of others. Without access to socialization opportunities, many people will suffer from depression and anxiety. This event would help provide options those opportunities and outlets.

Beaverton Community Events & Programs Subtotal

\$40,000

Community Partnerships

Project Name	Description	Populations Served	Connection to promoting public mental health and community psyche due to the pandemic
Welcoming Week	Welcoming Week grants for community based organizations to host events recognizing the significant contributions of immigrant and refugee community members.	Immigrants and refugees, BIPOC, Community at-large	Immigrants, refugees, BIPOC, and people from under-served communities have disproportionately experienced negative second-order effects of the pandemic including detriments to mental health. This popular long-standing series of events will be adapted for COVID-19 safety and precautions and provide.
Theatre on the Lawn	Fund a local production of Looking Glass Alice on the library lawn.	Community at-large	Outdoor theatre is a traditional summer event but most performances have been cancelled due to COVID-19 restrictions and concerns. Theatre experiences can bring people together safely and build community mental health.
Cultural History of Beaverton Project	Collect stories from BIPOC leaders, non-traditional narratives, mission pieces of local history.	BIPOC, Community at-large	One way to build community and community psyche is through community storytelling. This program would help capture stories from local residents and safely share those with others, creating community while maintaining safe physical distancing.
Community Conversations on Race	National trainers/speakers/facilitators to train and facilitate dialogue for community members.	BIPOC, Community at-large	Due to the pandemic, community members now lack access to forums where they can discuss current events and issues. Community members need opportunities to express and discuss ongoing issues around race to help promote mental health and heal community psyche.

Beaverton Community Partnerships Subtotal

\$52,000

Beaverton Subtotal

\$92,000

Total

\$500,000

Contract No: 20-1368

CONTRACT AMENDMENT NO. 1

This amendment is made and entered into by and between, Tualatin Hills Park & Recreation District (“Organization”) and Washington County, a political subdivision of the State of Oregon (“County”), County and Organization may be jointly referred to herein as the “Parties” or individually as a “Party.”

This amendment modifies that certain contract between the parties, the original contract number being 20-1368.

The contract is amended as follows:

Section 1.1 shall be replaced in its entirety by:

County shall distribute at total of up to \$1,085,662 from the Cities and Special Districts Assistance Program funds to Organization within ten 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 \$1,085,662 of the Cities and Special Districts Assistance Program funds in their 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, Daniel Amaro, Daniel_Amaro@co.washington.or.us

Attachment R is replaced in its entirety by the attached.

Effective Date of Amendment: August 17, 2020, or upon final signature, whichever is later.

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

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

WASHINGTON COUNTY, OREGON

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

RECORDING SECRETARY SIGNATURE

DATE

PRINTED NAME

TUALATIN HILLS PARK AND RECREATION DISTRICT

AUTHORIZED SIGNATURE #1

DATE

PRINTED NAME

TITLE

APPROVED AS TO FORM:

COUNTY

COUNTY COUNSEL SIGNATURE

PRINTED NAME

DATE

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/t11sdn.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.

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Information Required by 2 CFR 200.331 (a)

1. CFDA Number: **21.019**
CFDA Name: **CARES Act - Coronavirus Relief Fund**
Amount: **\$ 7,000,000**
2. Federal Award Identification:
- i. Contractor name (must match DUNS name):
Tualatin Hills Park & Recreation District
 - ii. Contractor DUNS number: **8313891060000**
 - 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: March 1 2020 To: Nov 15 2020
 - vi. Total Amount of Federal Funds Obligated by this Agreement: **\$ 1,085,662**
 - vii. Total Amount of Federal Award Obligated to the Subrecipient by the pass-through Entity: **\$ 1,085,662**
 - viii. Total Amount of Federal Award Committed to the Subrecipient by the pass-through Entity: **\$ 1,085,662**
 - ix. Federal Award Project Description:
The Cities and Special Districts Assistance Grant program is being awarded to units of local government that reside primarily inside Washington County to provide economic assistance for their internal expenditures due to COVID-19 Public Health Emergency.
 - 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:
Cities and Special Districts Assistance Grant
 - xii. Is Award R&D? Yes
 - xiii. Indirect Cost Rate for Federal Award: **0%**