



June 16, 2022

Board of County Commissioners  
Clackamas County

**Approval of a Sub-Recipient Grant Agreement with Oregon Department of Fish and Wildlife for OR SFR BA-Willamette River, Boones Ferry Boat Ramp Dock Replacement. Total value is \$151,875. Funding through June 30, 2023. County General Funds are not involved.**

<b>Purpose/Outcome</b>	These grant funds will contribute to the total cost to replace the boarding docks at BCS - County Parks' Boones Ferry Boat Ramp. Existing wooden docks are 25 years old and have significant rot. New aluminum boarding docks will be installed through this project.
<b>Dollar Amount and Fiscal Impact</b>	This grant agreement totals \$151,875, with an estimated total project cost of \$246,125. Additional project funding will come from Oregon State Marine Board in the amount of \$50,625, and County Parks will contribute \$37,500 cash and \$6,125 administrative match. County Parks has budgeted for this project in their FY22/23 budget.
<b>Funding Source</b>	OR Dept. of Fish and Wildlife Federal Sport Fish Restoration grant in the amount of \$151,875. No General Fund dollars involved.
<b>Duration</b>	May 1, 2022 through June 30, 2023
<b>Previous Board Action/Review</b>	Grant Lifecycle Form was approved by Gary Schmidt on 1/18/22. At the time of application for funding the project was budgeted at \$150,000. After application was submitted to OR State Marine Board the cost of inflation and product pricing increased the budget to \$246,125. Total grant funds will be \$202,500. Grant Lifecycle form is attached.
<b>Strategic Plan Alignment</b>	1. Business and Community Services mission statement as described in its Strategic Business Plan is to "provide essential economic development, public spaces, and community enrichment services". The County Parks program is crucial to providing outdoor recreation and camping opportunities within Clackamas County.  2. Honor, Utilize, Promote, and Invest in our Natural Resources: This funding will provide 62% of estimated costs to replace aging infrastructure that is beyond its useful life.
<b>Counsel Review</b>	Date of Counsel review: April 18, 2022 Name of County Counsel performing review. ARN
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.)  1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a grant agreement.
<b>Contact Person</b>	Tom Riggs, Manager, County Parks & Forestry
<b>Contract No.</b>	ODFW#029-22

**BACKGROUND:** This project will replace 6 boarding docks at the BCS – County Parks’ Boones Ferry boat ramp. The 25 year old wooden docks have deteriorated significantly and need to be replaced to improve safety, operations, and reduce annual maintenance costs. County Parks’ staff will provide project oversight and a contractor will be hired to remove and dispose of the old wooden docks and install new aluminum dock sections consistent with current Oregon State Marine Board design standards. Grant funds for this project are being provided through the Oregon State Marine Board and this sub-recipient grant from Oregon Department of Fish and Wildlife. Matching funds for the grant come from County Parks’ FY22/23 budget. No General Fund dollars will be used in support of this project.

**RECOMMENDATION:** Staff respectfully recommends approval of this sub-recipient grant agreement.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director  
Business & Community Services



**SUB-RECIPIENT  
GRANT AGREEMENT**  
*between*  
**OREGON DEPARTMENT OF FISH AND WILDLIFE**  
*and*  
**Clackamas County**  
*for*  
**OR SFR BA- Willamette River, Boone's Ferry Boat Ramp Dock Replacement 2022-23**  
**RECIPIENT TYPE: Local Government**

**This Grant Agreement** is entered into by and between the State of Oregon acting by and through its **Department of Fish and Wildlife** (hereinafter referred to as ODFW), to **Clackamas County** (hereinafter referred to as Recipient), both herein referred to individually or collectively as "Party" or "Parties." By signing this grant agreement and accepting grant funds, the Recipient, or a duly authorized representative of the Recipient, makes the representations and agrees to the obligations and conditions set forth below.

**I. PURPOSE AND AUTHORITY**

- A.** ODFW is the recipient of a grant from:  
**United States Department of the Interior, Fish and Wildlife Service**  
**Federal Funding Agency (abbreviation):** USFWS  
**CFDA:** 15.605- Sport Fish Restoration  
**Federal Grant Number (FAIN):** F22AF00821  
**Federal Grant Name:** OR SFR BA- Willamette River, Boone's Ferry Boat Ramp Dock Replacement 2022-23  
**Date of Federal Award:** March 10, 2022  
**Total amount of Federal Grant Award:** \$151,875
- B.** ODFW enters this sub-recipient grant agreement under this award to reimburse Recipient for expenses not to exceed **\$151,875** implementing a project where sub-recipient is carrying out the purpose of the federal award pursuant to its authority contained in ORS 496.525.
- C.** Recipient is charging 0% of indirect rate applied to direct personnel costs including fringe benefits under this Agreement.
- D.** Research and Development Project §200.87 Yes  No

**II. TERM OF AGREEMENT**

This agreement takes effect on the date of last signature below and unless terminated or extended, this grant agreement expires on **June 30, 2023**. ODFW will make no payment for any services performed or expenses incurred before the beginning date or after the expiration date of the period of performance: **May 1, 2022, thru June 30, 2023**.

Additionally, after term of agreement, Clackamas County agrees to maintain and operate the improvements made under this grant for the duration of their useful life (expected to be 30 years for boat ramp dock elements installed and funded by this project).

**III. AGREEMENT DOCUMENTS**

This agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits,

- Exhibit A (Project Description and Budget),
- Exhibit B (Boone's Ferry Conceptual Budget),
- Exhibit C (Boone's Ferry Plans),
- Exhibit D (Boone's Ferry ODFW Archaeological Inadvertent Discovery Plan (IDP)),
- Exhibit E (Federal Compliance Terms),

Exhibit F (Insurance Requirements for First-Tier Contractors under Agreement), Exhibit G (Administrative Summary), Exhibit H (FFATA Data Collection Form), and Exhibit I (ODFW Debarment and Suspension Certification Form) attached hereto and by this referenced made a part hereof.

#### IV. RECIPIENT'S OBLIGATIONS

**A. Implement Project.** The Recipient will

1. implement the project, as defined in Exhibit A and C, and
2. request a formal amendment to the project if needed. Certain changes to the Project may only be made via formal amendment to this Agreement, as identified in section IV. H. Any prior approvals are to be sought from ODFW and not from the Federal Funding Agency.

**B. Maintain Project.** The Recipient is responsible for the term of this agreement to maintain the public boating access facility that results from the implementation of the project (Facility). If Recipient fails to maintain the Facility, Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

**C. Ensure the Public Boating Access Facility is used for its authorized purpose.** The Recipient is responsible for the term of this agreement and useful life of project components funded under this award to ensure that the Facility is used as a public boating access facility. If Recipient fails to maintain this use, then Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

**D. Match.** Recipient must document match from OSMB Grant #1712 for **\$50,625** to ODFW. Recipient must document any cash and in-kind contributions Recipient makes to the Project and retain such documentation. A summary of the match contributed for the period and the cumulative match amount must be included in Recipient's reimbursement requests.

1. Match costs may include (1) allowable costs incurred by ODFW, the Recipient, or cost-type contractors under this agreement where the costs are funded by non-Federal grants or by others' cash donations from non-Federal third parties and are not counted as match of another federal grant agreement or (2) third party in-kind contributions received during the period of performance of this Agreement.

**E. Performance and Financial Reporting**

1. Reports are due according to the following schedule:
  - a. Project Report:

Interim Financial and Performance Report Due (for work done 05/01/22 – 12/31/2022):	January 31, 2023
Final Financial and Performance Report Due (for work done 01/01/2023– 06/30/2023):	June 30, 2023

1. Since this is a jointly funded ODFW/OSMB project, you can submit final report and payment info to OSMB who will give to ODFW project manager after OSMB review to consolidate payment and reporting paperwork.
2. The Final Project Report must include:
  - a. Status of Objectives (from Project Description Exhibit A) (a comparison of actual accomplishments to the objectives established for the period);
  - b. Description of work completed and methods used in completing the work;
  - c. Explanation of why objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed;
  - d. Summary of expenditures and match to date;
  - e. Explanation of why expenditures differ from original Project budget;

- f. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project methods, materials or assumptions based on expectations of results.

**F. Grant Reimbursement Requests**

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must complete or make progress on the Project before grant funds will be disbursed. Recipient must submit the final request for reimbursement to ODFW within thirty (30) calendar days of termination of this Agreement and is due no later than July 30, 2023.
2. **Request for Reimbursement.**
  - a. Recipient may request disbursement of the grant funds for up to a six month period, but no more than once per month.
  - b. To request reimbursement, fill out joint OSMB/ODFW payment form provided under OSMB Grant #1703. Recipient must submit a signed a request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match. Make sure to include an invoice slip from your entity requesting the amount due with OSMB/ODFW form.
  - c. This request for reimbursement must include the following (or a substantially similar) certification: “By signing this request for reimbursement, I certify to the best of my knowledge and belief that the information is correct, that all expenditures were made in accordance with the award conditions, and that the amount due, indicated for the current period, has not been previously requested.”

**G. Give credit and seek approval before publishing publicity, news releases, and reports.**

Recipient shall include the following statement if publishing any report, news release or publication regarding this project:

Partial funding for this project was through Oregon Department of Fish and Wildlife’s Sport Fish Restoration Grant Program in cooperation with the USFWS, under Federal Award number F22AF00821.

**H. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs of the recipient necessary for implementing the project, including allowable costs in the form of payments to cost-type contractors, under the terms of this agreement including all its Exhibits.

**I. Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by ODFW for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.

**J. Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both ODFW and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

1. **When Amendment Needed.** Recipient must request an amendment to this agreement prior to any of the following changes:
  - a. If recipient needs additional funding to complete the project (as identified in Exhibit A);
  - b. If the federal award received by ODFW is more than \$100,000, when the recipient determines that the budgeted amount within any budget category is going to change by an amount that exceeds 10% of the total federal grant funds.
  - c. If recipient revises the scope or objectives of the project (as identified in Exhibit A);
  - d. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
  - e. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this agreement;

- f. If the Recipient intends to purchase equipment with a per unit value of \$5,000 or more, and the costs have not been identified in Exhibit A;
- g. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit A.

**2. Amendment Process.**

- a. Any and all requests to ODFW for Amendment(s) to this agreement must:
  - i. be in writing addressed to ODFW's Project Manager;
  - ii. be made to ODFW as early as possible because these types of changes may require prior approval of USFWS before the change can be implemented;
  - iii. be made to ODFW at least 60 days prior to the expiration of the agreement; and
  - iv. state the reasons for the need to amend the agreement.
- b. Upon receipt of any request for amendment to this Agreement, ODFW will review the request and
  - i. If in agreement with the request, and if necessary seek approval from USFWS promptly, and inform Recipient of USFWS's decision, including the date of USFWS approval, as soon as possible.
  - ii. If an amendment is approved, prepare a written amendment for signature by ODFW and Recipient.
  - iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

**K. Maintain Records.** Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODFW, the Oregon Secretary of State's Office, the federal awarding agency and their authorized representatives to verify how grant funds were used.

- 1. Expenditures. All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this agreement from other federal and non-federal funding sources.
- 2. Funds Received. Recipient shall assume liability for all funds received pursuant to this agreement and shall assume responsibility for repayment to ODFW of any expenditures not authorized by this agreement.
- 3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
- 4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six years starting from the date of disposition, replacement or transfer of the real property or equipment.

**L. Provide access to records.** Recipient will provide access to ODFW, Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

**M. Audits.** Subrecipient is responsible to comply with requirements and standards under [§200.501](#) Audit requirements.

**N. Closeout.** (See [§200.343](#)) ODFW will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:

1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.
4. Must promptly refund any balances of unobligated cash that ODFW paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.
5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
6. Must account for any real and personal property, if any, acquired from this Agreement.
7. Complete all closeout actions no later than one year after closeout actions no later than one year after receipt and acceptance of all required final reports.

## V. ODFW'S OBLIGATION

**Provide funds.** ODFW agrees to pay the Recipient the total sum not to exceed **\$151,875** (“Grant Funds”) to reimburse Recipient for the allowable costs of implementing project as described in Exhibit A upon the following conditions:

1. ODFW has received sufficient funding, appropriations and expenditure authorizations to allow ODFW, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. ODFW will pay Recipient no later than thirty calendar days (30) days following receipt and approval of Recipient's request for reimbursement.
3. ODFW will not pay for any project work performed before the beginning date or after the expiration date of the period of performance identified in Section II.
4. ODFW is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to ODFW more than thirty calendar days (30) days after the expiration of this Agreement.
5. ODFW can pay Recipient an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government, or if no such rate exists, a de minimis indirect cost rate as defined in [§200.414](#) Indirect (F&A) costs, paragraph (b).

## VI. STANDARD CONDITIONS

- A. Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit D.
- B. Circumstances outside of Parties' Control.** Neither ODFW nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.
- C. Contribution**
  1. **Liability of One Party.** 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall 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 the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
  2. **Joint Liability.** With respect to a Third Party Claim for which the Parties are jointly liable, each Party 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 the Party in such proportion as is

appropriate to reflect the Parties' relative fault. The Parties' relative fault 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. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.

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

**E. Dispute Resolution and Consent to Jurisdiction.**

1. If a dispute should arise out of this Agreement, the Parties may attempt in good faith to resolve the dispute short of litigation. This may be done through communication between the Parties at any management level, including at a level higher than persons directly responsible for administration of the Agreement or the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration), or both.
2. However, if a dispute is not resolved short of litigation, the Parties agree that any claim, suit or action between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

**F. Termination and Default**

**1. FOR CONVENIENCE**

- a. **Termination by Recipient.** The Recipient may terminate this agreement at any time upon thirty (30) days prior written notice to ODFW setting forth the reasons for such termination, and the effective date, delivered by certified mail or in person to ODFW's Project Manager as listed in Exhibit D.
- b. **Termination by Mutual Consent.** ODFW may terminate this agreement with the consent of Recipient in which case ODFW and Recipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- c. **Termination by ODFW.** If the Federal Funding Agency's funding support for this project is terminated, suspended or discontinued, ODFW will immediately notify Recipient to stop all work and may terminate this agreement.

**2. FOR CAUSE (DEFAULT)**

- a. **Event of default.** A Party will be in default under this Agreement if:
  - i. the Party commits any material breach or default of any covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement; and
  - ii. such breach, default or failure is not cured within **30** days after the other Party's notice.



- b. **Remedies.** In the event a Party is in default under this Section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
- i. Withhold all monies due under the Agreement;
  - ii. Exercise a setoff against any amounts due under this Agreement;
  - iii. Wholly or partly suspend or terminate this Agreement;
  - iv. Institute the dispute resolution process as outlined in Section VI.D. of this Agreement; and
  - v. Take other remedies that may be legally available.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**3. Recipient's Obligation upon submittal or receipt of notice of termination.**

- a. Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must, submit a final project report for work completed prior to termination.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating ODFW's grant or causes or requires ODFW to return funds to the Federal Funding Agency, Recipient will return to ODFW an amount equal to the funds which ODFW is not reimbursed for or is required to return to Federal Funding Agency.

**4. ODFW's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, ODFW will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.

**G. No Third Party Beneficiaries.** ODFW and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**H. Non-appropriation.** ODFW's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODFW.

**I. Subgrants, Subcontracts and Assignment.**

1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
2. Any subgrant entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit B.
3. Any contract entered into under this agreement:
  - a. Shall be awarded in accordance with [§200.317 to §200.326](#) Procurement Standards.
  - b. Shall contain the applicable terms and conditions of Exhibit B, "Federal Compliance Terms."
  - c. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses arising from a tort (as now or hereafter defined in in

ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- 4. Recipient shall require its first tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit C of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODFW. Recipient shall not authorize contractors to begin work under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.

**J. Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit B.

**K. Integration.** 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 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.

**L. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on CONTRACTOR and ODFW, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

**The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to ODFW.**

STATE OF OREGON, by and through its  
Department of Fish and Wildlife

RECIPIENT:  
Clackamas County

By: \_\_\_\_\_  
Shannon Hurn

By: \_\_\_\_\_  
Name: Tootie Smith

Title: Deputy Director for Administration

Title: Chair, Board of Commissioners

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

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

Federal Tax ID # 93-6002286

Federal DUNS # 096992656

## EXHIBIT A

### PROJECT DESCRIPTION AND BUDGET

**Project Title/Grant Name:** OR SFR BA- Willamette River, Boone's Ferry Boat Ramp Dock Replacement 2022-23

**Project Start Date:** 05/01/22

**Project End Date:** 06/30/23

**Project Manager name, title, phone, email:**

Name: Holly Huchko

Title: Sport Fish Restoration Coordinator

Phone: 541-464-2185

Email: [Holly.A.Huchko@odfw.oregon.gov](mailto:Holly.A.Huchko@odfw.oregon.gov)

*Conflict of Interest Statement:* ODFW, at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect the ODFW, its employees, or its sub recipients. Should an actual or potential conflict of interest arise during the period of performance, then ODFW will notify the WSFR Regional Office.

**Project Description (abstract):** ODFW will use USFWS Sport Fish Restoration funds to sub grant Clackamas County to replace docks and cantilever connection at Boone's Ferry Boat Ramp on the Willamette River. The County will handle all administration, contracting, planning, implementation, and construction to remove and dispose of old docks and replace with new aluminum docks.

**Location of Work:**

GPS Location: Latitude: 45.2919331; Longitude: -122.7751853

Waterbody and mile: Willamette River, River Mile 38.5

Location: I-5 North to Exit 282, or I-5 South to Exit 282B, head west of Milley Rd, continue onto NE Butteville Rd approximately ½ mile to Boone's Ferry Park. Boat ramp is on the right next to marina.

**Need Statement:**

The dock replacement is needed because the existing wooden docks are beyond useful life (over 25 years old) are weathered, deteriorating and unsafe so require replacement to maintain safe and usable boater access at this boat ramp. This site is important for boating access to the Willamette River with an estimated 9,700 launch/retrievals annually. This project supports Goal 15 Willamette River Greenway by maintaining the recreational quality of this site.

**Purpose:**

The purpose of this project is to create and enhance opportunities for sport fishing and recreational boating on Willamette River by upgrading and maintaining Boone's Ferry boat ramp site docks.

**Please list any partners that will work with ODFW to help complete this project:**

Clackamas County, Oregon State Marine Board

**USFWS TRACS Objective:**

Facilities/Areas: Operate and maintain 1 facility by 6/30/2023.

Activity Tag 1: Recreational boating facilities

Activity Tag 2: Docks = 6

**Approach:**

Clackamas County Parks will provide overall project management, including project design/specs, bid proposals, contractor oversight, inspections, and grant administration. A contractor will be hired to remove and dispose of the 6 existing 6 ft x 20 ft wooden docks, dispose of them and install the new 6 ft x 20 ft aluminum docks. Parks will coordinate project schedule and inform OSMB and ODFW of any closures of the ramp if needed for project completion.

Actual project implementation is expected to only take a few days of on the ground work to remove old docks, float in and install the new ones.

ODFW will pass thru USFWS Sport Fish Restoration Boating Access funds via this grant to Clackamas County via a sub-award agreement.

Clackamas County and their cooperator (River City Boat Sales, LLC.) will be responsible for maintenance of the docks and upgrades to the facility once constructed since they operate the property.

**Expected Results and Benefits:**

This grant will help to satisfy the current and anticipated future demand for recreational fishing and boating access on Willamette River. The expected outcome of this project is to have safer access for users with newly replaced docks and cantilever connections.

This will provide a much more user-friendly site that will promote boater use. This grant will also benefit nearby, local economies as anglers and boaters are willing to travel considerable distances to enjoy these activities. Local economies will derive benefits from increased sales of gasoline, food, equipment, supplies, and lodging.

**Timeline:**

- Early summer 2022- obtain all necessary permits (USACOE permit takes <100 days to obtain due to project scope).
- Summer 2022- obtain bids, select contractor, complete contract
- Project is targeted for completion in fall of 2022 after Labor Day for install to minimize impacts to public use at the launch.

**Useful Life:** Estimated at 30 years for docks, based on opinion from OSMB Engineers for similar facilities.

**Relationship with other grants:**

Technical assistance and planning are partially provided to Clackamas County from OSMB via ODFW Sport Fish Restoration Grant F19AF01203 but will not be used as match for this construction grant.

**Endangered Species Act Compliance:**

City of West Linn and OSMB have confirmed with DSL that no permit is required for this project due to scope of work being maintenance activity covered under their existing Public Recreation Facility License 17454-LI (attached, expires 1/31/30). USACOE will be issuing a permit or letter of permission via approval under Nationwide permit for this project within 60-120 days and we will send to USFWS when received.

**NHPA Compliance:**

OSMB is currently consulting with Tribes (Spring-Summer 2022) since the USACOE process is not always consistent on these smaller projects.

**Budget Narrative**

We are a U.S. state or local government entity receiving more than \$35 million in direct Federal funding. We submit our indirect cost rate proposals to our cognizant agency. Our current indirect cost rate is 30.0% as of 07/01/21. Attached is a copy of our most recently negotiated rate agreement/certification.

See cost estimate (below or attached) for breakdown by expense category. Note- not all attached/below costs will be charged to SFR or used as match, only the portion in our attached ODFW Budget Excel.

- a) In-Kind Match– none
- b) Program Income- none, clarification- a parking fee is charged at the site, but since there are no upgrades to parking lot under this grant, the dock replacement is not generating income specifically defined as program income under this SFR funding/grant.
- c) Pre-award costs- none
- d) Capital expenditures- boating facility upgrades in the form of O&M maintenance at the site are being funded under this grant- new/replacement docks and cantilever connection
- e) No “equipment” is being purchased under this grant.
- f) 3<sup>rd</sup> party funding sources– Oregon State Marine Board is providing up to \$50,625 cash match for construction via OSMB FG 1712.

Please obligate SFR BA funds at 100% Freshwater.

## EXHIBIT B

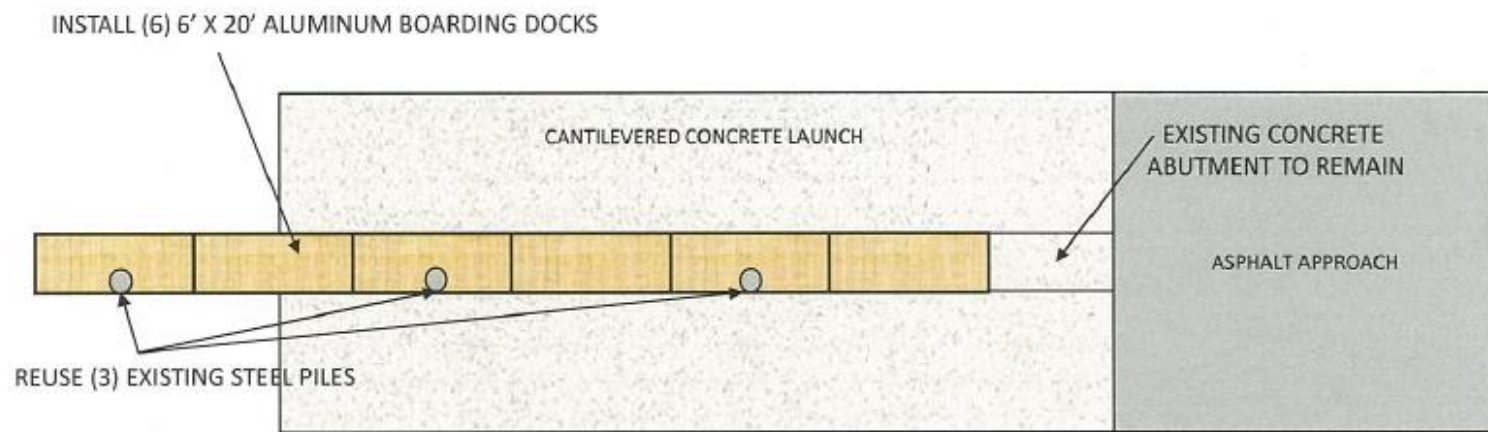
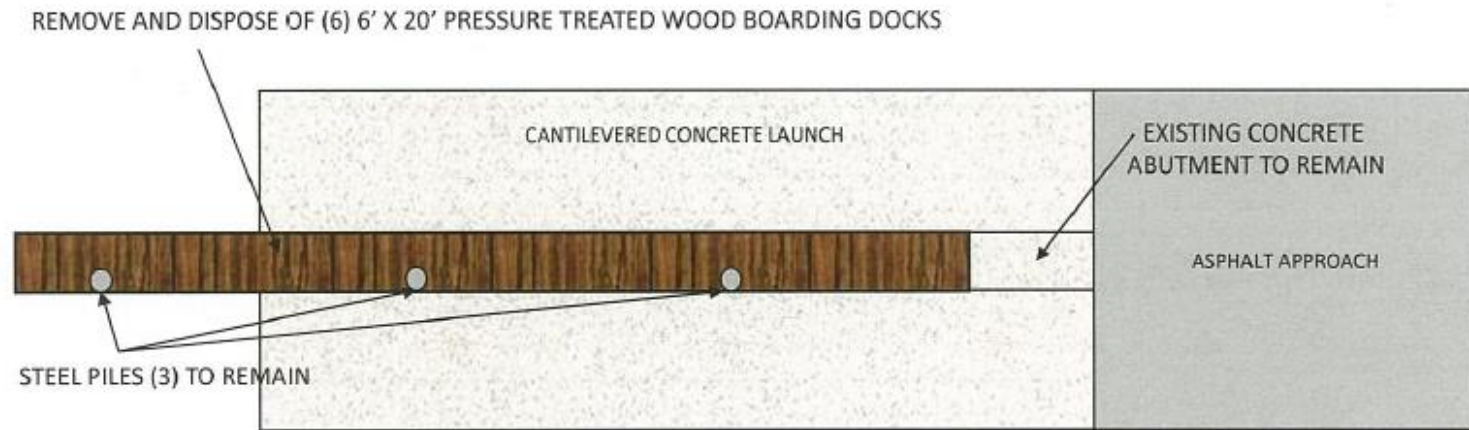
### BOONE'S FERRY CONCEPTUAL BUDGET

#### Cost Estimate

Item	Quantity	Unit Cost	Total Cost
Aluminum Dock Section 6' x 20'	6	\$ 20,000	\$ 120,000
Contractor to remove and dispose of old docks and install new docks	1	\$ 30,000	\$ 30,000
Parks project management/administration	1	\$ 4,500	\$ 4,500
Permit fees	1	\$ 1,300	\$ 1,300
Legal fees	1	\$ 300	\$ 300
Misc operating costs (postage, copying, etc.)	1	\$ 25	\$ 25
		<b>Total</b>	<b>\$ 156,125</b>

## EXHIBIT C BOONE'S FERRY PLANS

### Project Concept Plan







**EXHIBIT D**

**BOONE'S FERRY ODFW ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)**

**Reserved**

## EXHIBIT E

### FEDERAL COMPLIANCE TERMS

#### I. Project Title: OR SFR BA- Willamette River, Boone's Ferry Boat Ramp Dock Replacement 2022-23

#### II. Grant Recipient Compliance Requirements:

***This grant is approved for administration and coordination only***

As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

#### III. Federal Terms and Conditions:

Without limiting the general requirement of Section J of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, [2 CFR Part 200, Subparts A through D](#)
- B. Cost Principles [2 CFR Part 200, Subpart E](#)
- C. Central Service Cost Allocation Plans [Appendix V to Part 200](#)
- D. Indirect Cost Proposals [Appendix VII to Part 200](#)
- E. Audit Requirements [2 CFR Part 200, Subpart F](#)
- F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.
- G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.
- H. Domestic preferences for procurements. §200.322
  - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - (b) For purposes of this section:
    - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- I. Prohibition on certain telecommunications and video surveillance services or equipment. §200.216

- J. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. §200.321
- K. To the extent applicable to this award, Recipient is responsible to comply with
1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
  2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
  3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
  4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
  5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
  6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
  7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
  8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).
- L. Other Requirements (USFWS specific)
1. Universal Identifier and Central Contractor Registration [2 CFR Part 25](#)
  2. Reporting Sub-awards and Executive Compensation [2 CFR Part 170](#)
  3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) [2 CFR Part 175](#)
  4. Government-wide Debarment and Suspension (Non-procurement) [2 CFR Part 1400](#)
  5. Requirements for Drug-Free Workplace (Financial Assistance) [2 CFR Part 1401](#)
  6. [43 CFR 18](#) New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in [43 CFR Part 18, Appendix A](#), Certification Regarding Lobbying.
  7. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. [41 USC §6306](#)
  8. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order. [Executive Order 13513](#).

## EXHIBIT F

### Insurance Requirements for First Tier Contractors under this Agreement

Recipient shall require its first tier contractor(s) (Contractor) that are not units of Recipient as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### 1. Workers' Compensation & Employers' Liability

Required by Agency of Contractors with one or more workers, as defined by ORS 656.027

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

#### 2. Commercial General Liability Required by Agency Not required by Agency

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

#### 3. Automobile Liability Required by Agency Not required by Agency

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than:

##### Bodily Injury/Death

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for any number of claimants

##### Property Damage

- \$128,400** Per occurrence limit for any single claimant; and
- \$641,800** Per occurrence limit for multiple claimants

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### 1. EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**2. ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**3. ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**4. WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**5. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**6. CERTIFICATE(S) AND PROOF OF INSURANCE:**

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**7. NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**8. INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**9. STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency or Recipient, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

## EXHIBIT G

### ADMINISTRATIVE SUMMARY

#### RECIPIENT'S CONTACT INFORMATION:

**Project Manager and Contracts Officer:** **Tom Riggs**  
**Parks and Forestry Manager**  
Address: 150 Beavercreek Rd  
Oregon City, OR 97045  
Telephone: 503-742-4345  
Email: [triggs@clackamas.us](mailto:triggs@clackamas.us)

**Senior Management Analyst (Reporting):** **Christina Dannenbring**  
**County Parks and Forest**  
Address: 150 Beavercreek Rd, Suite 419  
Oregon City, OR 97045  
Telephone: 503-742-4663  
Mobile: 503-349-4674  
Email: [CDannenbring@clackamas.us](mailto:CDannenbring@clackamas.us)

#### ODFW'S CONTACT INFORMATION:

**Project Manager:** **Holly Huchko**  
Address: 4192 N. Umpqua Hwy.  
Roseburg, OR 97470  
Telephone: (541) 464-2185  
Fax: (541) 673-0372  
Email: [Holly.a.huchko@odfw.oregon.gov](mailto:Holly.a.huchko@odfw.oregon.gov)

**Contracts Officer:** **Patty Whalen**  
Address: 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
Telephone: (503) 947-6138  
Fax: (503) 947-6156  
Email: [Patty.l.whalen@odfw.oregon.gov](mailto:Patty.l.whalen@odfw.oregon.gov)

**Accounts Payable:** **Vicki Whitten**  
Address: 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
Telephone: (503) 947-6184  
Fax: (503) 947-6140  
Email: [Vicki.Whitten@odfw.oregon.gov](mailto:Vicki.Whitten@odfw.oregon.gov)

**EXHIBIT H**

**FFATA Data Collection Form**

The Federal Funding Accountability and Transparency Act (FFATA) requires ODFW to report on certain federal subawards which are for more than \$25,000 via a public website operated by the federal government. This reporting applies only to

- grants issued under federal grants, unless the recipient is an individual
- subcontracts issued under federal contracts, unless subcontractor's gross annual income from the previous tax year was \$300,000 or less. Check here  if subcontractor's gross income from all sources in the previous tax year was \$300,000 or less.

**ODFW: Complete this section before sending to Subrecipient or Subcontractor.**

Title of Federal Award Project: OR SFR BA- Willamette River, Boone's Ferry Boat Ramp Dock Replacement 2022-23

Federal Sponsor: USFWS

Federal Award Number: F22AF00821

Prime award (received by ODFW) is a  grant or  contract

CFDA Number (if prime award is a grant): 15.605

Amount of Sub-Award: \$151,875

Sub-award agreement number: 029-22

Short Description of work, supplies or services to be performed by subrecipient or subcontractor:

Remove old wooden docks and replace and install new aluminum docks and connectors.

---

**Subrecipient or subcontractor: Please provide the following information.**

1. Name of Organization: Clackamas County

2. Address and Congressional District of Organization:  
150 Beaver Creek Rd., Oregon City, OR 97045 5th District

3. Address and Congressional District where work will be performed, if different from above  
26177 NE Boones Ferry Landing, Aurora, OR 97002 6th District

4. Organization DUNS Number: 096992656

Note: If organization does not have a DUNS number, it must register and obtain one at <http://fedgov.dnb.com/webform> or by telephone at 1-866-705-5711. Registration is free.

5. Parent DUNS Number, if a subsidiary or controlled by a Parent organization: \_\_\_\_\_

6. Check this box  to certify Organization is registered in the System for Award Management (SAM).

Note: If Organization is not registered in the SAM, it must register online at <https://www.sam.gov/SAM/> Registration is free.

7. Subcontractor NAICS Code (if prime award is a contract): \_\_\_\_\_

8. In the preceding fiscal year, did the Organization receive 80% of its annual gross revenues from the Federal government?

(Circle one): Yes or **No**

If Yes, continue to question 9. If No, questionnaire is complete. Thank you!

9. In the preceding fiscal year, were the organization's annual gross revenues from the Federal government more than \$25 million annual?

(Circle one): Yes or No

If Yes, continue to question 10. If No, questionnaire is complete. Thank you!

10. Does the public have access to the names and total compensation of the subcontractor's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?



(Circle one: ) Yes or No

If no, continue to question 11. If yes, questionnaire is complete, no further information needed.  
Thank you!

11. List the names and compensation of the subcontractor's five most highly compensated officers:

Name Compensation

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Preparer: Tom Riggs

Phone Number: (503) 781-3137

Position: Manager, Clackamas County Parks & Forestry

**EXHIBIT I**

**OREGON DEPARTMENT OF FISH AND WILDLIFE  
Certification Regarding  
Federal Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 2 CFR Part 180 or 48 CFR 52.209-6.

By signing and submitting this form, the prospective lower tier participant is providing the certification set out below.

- (1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The prospective lower tier participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (5) The prospective lower tier participant further agrees by submitting this form that it will include the clause titled "Debarment and Suspension," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Clackamas County

\_\_\_\_\_  
Full Organization Name

Tootie Smith, Chair Board of Commissioners

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ODFW Contract Number: 029-22

**OREGON DEPARTMENT OF FISH AND WILDLIFE**  
**Certification Regarding**  
**Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**  
**Instructions for Certification**

- (7) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this form is submitted for assistance in obtaining a copy of those regulations.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.gov>).
- (9) Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

# Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

## Section I: Funding Opportunity Information - To be completed by Requester

Award type: Direct Appropriation (no application)  
Subrecipient Award Direct Award

Lead Department & Fund: \_\_\_\_\_ 257

Award Renewal? Yes No

**If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.**

**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: \_\_\_\_\_

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): \_\_\_\_\_

Requestor Contact Information: \_\_\_\_\_

Department Fiscal Representative: \_\_\_\_\_

Program Name and prior project # (please specify): \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Name of Funding Agency: \_\_\_\_\_

Agency's Web Address for funding agency Guidelines and Contact Information: \_\_\_\_\_

**OR**

Application Packet Attached: Yes No

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

Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application	Non-Competing Application	Other	
CFDA(s), if applicable:	_____	_____	Funding Agency Award Notification Date: _____
Announcement Date:	_____	_____	Announcement/Opportunity #: _____
Grant Category/Title:	_____	_____	Max Award Value: _____
Allows Indirect/Rate:	_____	_____	Match Requirement: _____
Application Deadline:	_____	_____	Other Deadlines: _____
Award Start Date:	_____	_____	Other Deadline Description: _____
Award End Date:	_____	_____	_____
Completed By:	_____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule:	_____	_____	_____

Additional funding sources available to fund this program? Please describe: \_\_\_\_\_

How much General Fund will be used to cover costs in this program, including indirect expenses? \_\_\_\_\_

How much Fund Balance will be used to cover costs in this program, including indirect expenses? \_\_\_\_\_

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

**Collaboration**

1. List County departments that will collaborate on this award, if any.

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Program Approval:

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Tom Riggs	1/13/2022	<i>Tom Riggs</i>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
		<i>Sarah Edman</i>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	1.13.2022	<i>Elizabeth Comfort</i>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <b>xx Approved X</b>	Denied:
Gary Schmidt	1/18/2022	<i>Gary Schmidt</i>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:

Date:

OR

Policy Session Date:

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County Administration Attestation

County Administration: re-route to department contact when fully approved.  
 Department: keep original with your grant file.