

**RESOLUTION NO. 1576
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING FIRST AMENDMENT TO SUBGRANT AGREEMENT
WITH CROOK COUNTY FOR CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT NO. PO-73000-00006939**

Whereas, on September 13, 2022, the City of Prineville (“City”) and Crook County (“County”) entered into a Sub-Grant Agreement, which provided the City a grant of \$9,400,000.00 for the Combs Flat Road Extension Project as a result of the Coronavirus State Fiscal Recovery Fund (“Fund”).

Whereas, a Sub-Grant Agreement was required because the Fund had to be distributed to an Oregon County rather than a municipality.

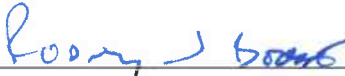
Whereas, The Oregon Department of Transportation has distributed to the County an Amendment to the original Grant Agreement No. PO073000-00006939 which amends the audit requirements.

Whereas, Crook has prepared a First Amendment to Sub-Grant Agreement, attached hereto and incorporated herein.

Whereas, City staff believes it is in the best interest of the City to approve and execute the First Amendment to Sub-Grant Agreement.

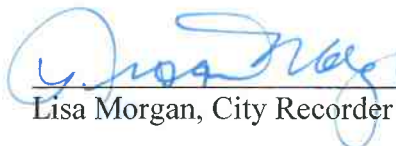
NOW, THEREFORE, the City of Prineville resolves that the First Amendment to Sub-Grant Agreement is hereby approved and that the City Manager is authorized to sign such Amendment to Sub-Grant Agreement on behalf of the City.

Approved by the City Council this 22nd day of August, 2023.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

FIRST AMENDMENT
To
Sub-Grant Agreement

For Grant Agreement No. PO-73000-00006939 (Combs Flat Road)

This First Amendment modifies that certain Sub-Grant Agreement, by and between the City of Prineville, an Oregon municipal corporation (hereinafter “the City,”) and Crook County, a political subdivision of the State of Oregon (hereinafter “the County.”) Collectively, the City and the County may be referred to as the Parties, or individually as a Party.

RECITALS

A. WHEREAS, The County and the Oregon Department of Transportation, which is not a party to this First Amendment, executed Grant Agreement No. PO-73000-00006939, whereby ODOT distributed funds to the County under the Coronavirus State Fiscal Recovery Funds program; and

B. WHEREAS, the Agreement described the obligations of the Parties with regards to the allocation of funds and the completion of improvements to the Combs Flat Road area; and

C. WHEREAS, the Oregon Department of Transportation has distributed to the County the attached Amendment 1 to Grant Agreement No. PO-73000-00006939, regarding audit requirements and administrative cost allowances.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Effective Date: This First Amendment to the Sub-Grant Agreement between the City and the County is effective on the same date that Amendment 1 to Grant Agreement No. PO-73000-00006939 becomes effective, regardless of the date this First Amendment is signed by the Parties.
2. Adoption of Recitals: The above Recitals are incorporated into and made of part of this First Amendment, as terms of contract and not mere recitals.
3. Incorporation of Terms: The terms and provisions of Amendment 1 to Grant Agreement No. PO-73000-00006939 are incorporated into the Sub-Grant Agreement.

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4. Except as otherwise modified by this First Amendment, the terms of the Sub-Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date above.

FOR CITY OF PRINEVILLE



Signature

Steve Forrester, City Manager

Print Name and Title

August 22, 2023

Date

FOR CROOK COUNTY

Signature

Print Name and Title

Date

STATE OF OREGON
GRANT AGREEMENT NO. PO-73000-00006939

Amendment No. 1

This is Amendment Number 1 ("Amendment") to Grant Agreement No. PO-73000-00006939 (the "Agreement") between the State of Oregon, acting through its Oregon Department of Transportation ("ODOT" or "State"), and Crook County ("Recipient"), each a "Party" and, together, the "Parties". This Amendment amends the Agreement to delete certain federal subaward requirements pursuant to the U.S. Office of Management and Budget's 2 CFR PART 200, APPENDIX XI COMPLIANCE SUPPLEMENT (MAY 2023) ("OMB 2023 Compliance Supplement").

1. **Effective Date.** This Amendment shall become effective when fully signed and approved as required by applicable law.

2. **Amendments to Agreement:**

Exhibit C and the reference thereto on the first page of the Agreement are deleted in their entirety.

Amendments elsewhere in the Agreement: New Language is indicated by **bolding** and underlining and deleted language is indicated by **bolding** and ~~striking~~:

SECTION 6: Covenants of Recipient

Recipient covenants as follows:

C. ~~**Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.**~~

(1) ~~**Pursuant to the OMB 2023 Compliance Supplement, and effective as of July 1, 2022, the category of federal financial assistance from which the Grant is drawn does not give rise to "subrecipient" relationships for purposes of 2 CFR part 200. Accordingly, the Grant is not subject to the audit requirements of 2 CFR part 200, subpart F from and after July 1, 2022. If Recipient receives federal funds in excess of \$750,000 during Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to ODOT 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 ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.**~~

F. ~~**Compliance with 2 CFR Part 200.**~~ Recipient must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, **which include** Cost Principles, ~~**but not and Audit Requirements for Federal Awards, including the Cost Principles and**~~ Single Audit Act requirements, pursuant to the OMB 2023 Compliance Supplement.

P. ~~**Administrative Costs. Recipient may use a negotiated indirect cost rate or an approved cost allocation plan to recover administrative costs in administering the grant. If Recipient does not have a negotiated rate or approved cost allocation plan, it is allowable to use the federal de minimis rate of 10%.**~~

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

4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect.

5. The parties expressly affirm and ratify the Agreement as herein amended.

6. Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.



STATE OF OREGON

CROOK COUNTY

acting by and through its

Department of Department of Transportation

By: _____
Jeff Flowers
Statewide Investments Management
Section Manager

By: _____
Seth Crawford
Crook County Judge

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Sam Zeigler via email dated 7/13/23
Samuel B. Zeigler, Senior Assistant Attorney General