

POLK COUNTY BOARD OF COMMISSIONERS

DATE: November 22, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

1. CALL TO ORDER AND NOTE OF ATTENDANCE
2. ANNOUNCEMENTS
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) A public hearing will be held in the Main Conference Room, Polk County Courthouse, located at 850 Main St Dallas at 9:00 a.m., on Wednesday, November 29, 2023. The purpose of the meeting is to discuss and determine Ambulance Service Areas (ASA) for Polk County.
3. COMMENTS (for items not on this agenda and limited to 3 minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES FROM November 8, 2023
6. APPROVAL OF CONSENT CALENDAR

CONSENT CALENDAR

- (a) Polk County Contract No. 23-218, Lake County
(Eric McAvoy, GIS Manager)
- (b) Polk County Contract No. 23-219, Oregon Department of Education
(Jodi Merritt, Community Corrections Director)
- (c) Polk County Order No. 23-12, West Valley Housing Authority Appointment
(Nicole Pineda, Executive Assistant)
- (d) Right of Way Dedication Acceptance, Lamprecht
(Todd Whitaker, Public Works Director)
- (e) Polk County Contract No. 23-225, Oregon Health Authority
(Rosana Warren, Public Health)
- (f) Polk County Contract No. 23-226, State Homeland Security Grant Award #23-261
(Dean Bender, Emergency Management Operations Manager)
- (g) Polk County Contract No. 23-227, State Homeland Security Grant Award #23-240
(Dean Bender, Emergency Management Operations Manager)

THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION PURSUANT TO ORS 192.660.

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES November 8, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Pope were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on November 8, 2023 from 12:00 pm to 1:30 pm located in the first floor conference room at 182 SW Academy St, Dallas Oregon, 97338.

The Board of Commissioners will be attending the 2023 Annual Association of Oregon Counties Conference and there will be no BOC meeting on November 14 & 15 2023.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF November 1, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE MINUTES OF November 1, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

7. LENGTH OF SERVICE AWARDS

The Polk County Board of Commissioners and staff would like to recognize the following employee for length of service:

- Rich Robison, 30 years of service.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- Grant Award Acceptance, State of Oregon (DAS)
(Greg Hansen, Administrative Officer)**

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:05 am.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

INTERGOVERNMENTAL AGREEMENT
Between
POLK COUNTY, OREGON and LAKE COUNTY, OREGON

1. PARTIES TO AGREEMENT

This Agreement is between Polk County, a political subdivision of the state of Oregon, (“Polk”) and the Lake County, a political subdivision of the state of Oregon. (“Lake”) (Collectively “Parties”) and is made pursuant to ORS Chapter 190.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Polk will provide GIS Services. These services are further described in Attachment A which is hereby incorporated into this agreement.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period commencing upon all signatures and ending on January 1, 2026 unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days’ notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 Under the terms of this agreement, the parties shall designate a central point of contact for all communications required to effectuate the services and support contemplated under this agreement.

4.2 Polk shall perform the tasks described in Attachment A for Lake. In consideration for this work, Lake shall pay to Polk a sum of \$1,500.00.

4.3 At all times under this agreement, individuals either employed or volunteering at Polk to perform services under this agreement shall be agents of Polk. No individual at Polk performing services under this agreement shall be considered an employee or agent of Lake nor shall they be entitled to any rights and/or benefits conferred to Lake employees.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either Polk or Lake from a third party, each party agrees to defend and indemnify each other for any and all claims arising from the actions of their employees and/or agents.

7. INSURANCE AND RISK MANAGEMENT

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

8. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

9. NOTICES

Any notice required to be given the Polk or Lake under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Lake:
[INSERT]

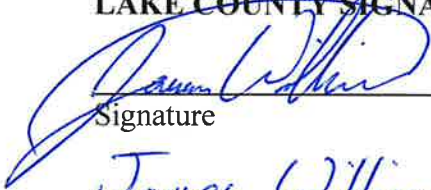
Polk:
Eric McEvoy
GIS Manager
850 Main St.
Dallas, OR 97338

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

LAKE COUNTY SIGNATURE



Signature
James Williams

Print Name

Phone: 541-947-6003
Fax: _____
E-mail: jwilliams@co.lake.or.us

POLK COUNTY SIGNATURE

Signature

Print Name

Phone: _____
Fax: _____
E-mail: _____

ATTACHMENT A
Scope of work

Polk County shall:

Provide a functional WebGIS for Lake County Data

Provide scheduled job scripts to support the production of Lake County Taxmap for incorporation into the WebGIS.

Provide updates and support for Lake County regarding the WebGIS for the term of this agreement.

All hardware, software and licensing required to perform these tasks will be provided by Lake County.



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Amendment No. 2 to Grant No. 15686

This is Amendment No. 2 to Grant No. 15686, effective July 1, 2023 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Polk County (“Grantee”) each a “Party” and together, the “Parties”. This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$105,240.00~~ **\$111,515.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund (“Funding Source”).

2. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
Quarterly Reports	Within 30 days after the end of each quarter listed below: Quarter 1: July 1, 2023 – September 30, 2023 Quarter 2: October 1, 2023 - December 31, 2023 Quarter 3: January 1, 2024 – March 31, 2024 Quarter 4: April 1, 2024 - June 30, 2024 Quarter 5: July 1, 2024 – September 30, 2024 Quarter 6: October 1, 2024 - December 31, 2024 Quarter 7: January 1, 2025 – March 31, 2025 Quarter 8: April 1, 2025 - June 30, 2025
Final Report	By August 1, 2025

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer

Date

Polk County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email _____
Kevin Gleim, Assistant Attorney General

09/25/2023 _____
Date



INTEROFFICE MEMORANDUM

POLK COUNTY COURTHOUSE

MEMORANDUM

TO: Board of Commissioners
FROM: Nicole Pineda, Executive Assistant
DATE: November 13, 2023
SUBJECT: Appointment's to the West Valley Housing Authority Board

RECOMMENDATION:

Adopt Order 23-23 in the matter of appointing Paul Hamalian to the West Valley Housing Authority Board, term to expire November, 2027.

ISSUE:

Should the above-named applicant be appointed to the West Valley Housing Authority Board?

BACKGROUND:

Paul Hamalian interviewed in front of the Board on Tuesday, November 7, 2023.

ALTERNATIVES:

1. Adopt Order 23-12, appointing Paul Hamalian to the West Valley Housing Authority Board of Commissioners.
2. Don't adopt Order 23-12, appointing Paul Hamalian to the West Valley Housing Authority Board of Commissioners and advertise for others who might be interested in serving.

FISCAL IMPACT:

No direct fiscal impact.

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**BEFORE THE BOARD OF COMMISSIONERS FOR
POLK COUNTY, OREGON**

In the Matter of Appointing)
Commissioners for the)
Housing Authority and)
Urban Renewal Agency of)
Polk County)

ORDER NO. 23-12

WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 456.095 have the authority to appoint a Board of Commissioners to oversee the operations of the Housing Authority; and

WHEREAS, the Bylaws which govern operation of the Housing Authority and Urban Renewal Agency of Polk County, allow for appointment of Commissioners to four (4) year terms; and

WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve on the Board of Commissioners for the Housing Authority and Urban Renewal Agency of Polk County;

NOW THEREFORE, THE POLK COUNTY BOARD OF COMMISSIONERS ORDER AS FOLLOWS:

1. Paul Hamalian is appointed to Position #4. Term of appointment is through November 2027;

Dated this 22nd day of November, 2023 at Dallas, Oregon.

BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Approved as to Form

Lyle Mordhorst, Commissioner

Morgan Smith, County Counsel

RIGHT OF WAY DEDICATION

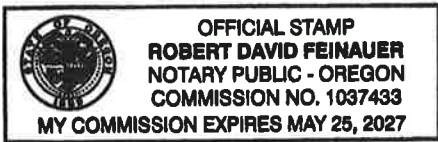
KNOW ALL BY THESE PRESENTS, that **Boyd B. Lamprecht**, does hereby grant and dedicate, as grantor, to **Polk County**, a political subdivision of the State of Oregon, Grantee, for use as public roads forever the real property described and shown in Exhibit "A" attached and made part of this document.

TO HAVE AND TO HOLD the above described and granted premises unto said **Polk County**, a political subdivision of the State of Oregon, its successors and assigns forever.

The true consideration of this conveyance is for **Twenty-Four Thousand and No/100 Dollars (\$24,000.00)** and other value given, the receipt of which is hereby acknowledged by GRANTOR.

IN WITNESS WHEREOF, he has hereunto set his hand and seal this 9 day of Nov, 2023.


Boyd B. Lamprecht



STATE OF OREGON)
) ss
COUNTY OF POLK)

On this 9th day of November, 2023, personally appeared before me

Boyd B. Lamprecht whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.


NOTARY PUBLIC FOR OREGON

POLK COUNTY ACCEPTANCE:

Board of Commissioners

Date

Approved as to form:

County Counsel

Date

Exhibit "A"

Parcel 007-01

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows:

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 30.51 feet left of Engineer's centerline Station 45+73.83 and being N 17°04'35" E a distance of 261.18 feet from the south quarter section corner of Sections 17, Township 08 South, Range 06 West, Willamette Meridian; Said calculated point lying at the intersection of the northern right of way boundary of Black Rock Road and the western property line of the property owned by Boyd B. Lamprecht, Document number 1995-010587, and being the True Point of Beginning;

Thence, along said western property line, N 01°55'27" E, a distance of 26.07 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 45+83.09;

Thence, leaving said western property line, N 71°42'17" E, a distance of 46.91 feet, to a calculated point 55.00 feet left of Engineer's centerline Station 46+30.00;

Thence, S 18°17'43" E, a distance of 24.32 feet, to a calculated point on the southern right of way boundary of Black Rock Road, 30.68 feet left of Engineer's centerline Station 46+30.00;

Thence, along said southern right of way boundary of Black Rock Road, S 71°33'18" W, a distance of 55.92 feet, to a calculated point 30.51 feet left of Engineer's centerline Station 45+73.83 and lying at the True Point of Beginning.

Parcel 007-01 contains an area of 1,254 square feet or 0.03 acres (Int.) more or less.

Parcel 007-02

A tract of land lying in the Southwest Quarter of Section 17, Township 08 South, Range 06 West, of the Willamette Meridian, Polk County, Oregon and being a portion of the tract of land conveyed to Boyd B. Lamprecht, recorded in Polk County as Document number 1995-010587, Said dedication being a strip of land along the northern right of way of Black Rock Road and being furthered described as follows

Beginning at a calculated point on the northern right of way boundary of Black Rock Road, as legalized by the Polk County board of Commissioners Order 19-06 and depicted by CS16421, 29.37 feet left of Engineer's centerline Station 50+74.15 and being N 58°47'48" E, a distance of 673.09 feet, from the South Quarter Corner of Section 17 and being the True Point of Beginning;

Exhibit "A"

Thence, leaving said northern right of way boundary of Black Rock Road, N 43°34'27" E, a distance of 55.54 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 51+00.00;

Thence, S 75°02'00" E, a distance of 100.00 feet, to a calculated point 78.00 feet left of Engineer's centerline Station 52+00.00;

Thence, S 46°22'09" E, a distance of 85.48 feet, to a calculated point 37.00 feet left of Engineer's centerline Station 52+75.00;

Thence, S 75°02'00" E, a distance of 234.73 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 55+09.73;

Thence, 39.17 feet, along a circular curve to the left, having a radius of 313.00 feet, (Long Chord: S 78°37'05" E, 39.14') to a calculated point 37.00 feet left of Engineer's centerline Point of Tangency 55+53.53;

Thence, S 82°12'11" E, a distance of 70.97 feet, to a calculated point 37.00 feet left of Engineer's centerline Point of Curvature 56+24.49;

Thence, 28.52 feet, along a circular curve to the left, having a radius of 613.00 feet, (Long Chord: S 83°32'09" E, 28.52') to a calculated point 37.00 feet left of Engineer's centerline Station 56+54.74; Said Point lying on the western boundary of the vacated 10th Street right of way, shown in Polk County Survey Document SP1-51 (Falls City, Plat of First Addition to); Said western boundary of the vacated 10th Street right of way now being part of that right of way adjoining, said northern right of way boundary of Mitchell Street to that of Black Rock Road.

Thence, along said northern adjoining right of way boundary of Mitchell Street and Black Rock Road, S 06°18'40" W, a distance of 7.80 feet, more or less to a calculated point on the northern right of way boundary of Black Rock Road, 29.20 feet left of Engineer's centerline Station 56+54.57;

Thence along said northern right of way boundary of Black Rock Road, the following three courses:

1. 184.77 feet, along a circular curve to the right, having a radius of 884.22 feet, (Long Chord: N 80°39'17" W, 184.43') to a calculated point 29.72 feet left of Engineer's centerline Station 54+65.04;
2. N 74°40'06" W, a distance of 210.51 feet, to a calculated point 30.78 feet left of Engineer's centerline Station 52+54.54;
3. N 66°08'15" W, a distance of 101.12 feet, to a calculated point 46.29 feet left of Engineer's centerline Station 51+54.63;

Thence, continuing along said northern right of way boundary of Black Rock Road, N 85°08'33" W, a distance of 82.51 feet, to a calculated point 29.37 feet left of Engineer's centerline Station 50+74.15 and lying at the True Point of Beginning.

Parcel 007-02 contains an area of 9,399.14 square feet or 0.22 acres (Int.) more or less.

**OR_POLK_2016(1), Mitchell Street
and Black Rock Road Reconstruction**

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021

NO SCALE

Survey Performed with:

**BASIS OF BEARINGS &
COORDINATES:**

Oregon North SPCS NAD3 (2011)

**Orthometric elevations based on the
NAVD88 GEOID12b**

Units: International Feet

POLK COUNTY, OREGON

RIGHT-OF-WAY

Description of Land:
Parcel 007 - Lamprecht, Boyd B.
970 Mitchell St.
Falls City, OR. 97344

**T.08S. R.06W., Willamette Meridian
Section 17: SW¹/₄SE¹/₄**

Right-of-Way in Acres

Total ROW this Exhibit: 1.08

Existing ROW this Exhibit: 0.82

Acquired ROW this Exhibit: 0.26

Const. Easement this Exhibit: 0

Sheet 1 of 3

EXHIBIT A

**MITCHELL STREET / BLACK ROCK ROAD - PARCEL 007: LAMPRECHT
EXISTING ROW ELEMENTS**

ID	TYPE	RADIUS	TURNS	LINE OR CHORD		CURVE LENGTH
				BEARING	LENGTH	
01	Line	N/A	N/A	S71°33'18"W	55.92'	N/A
02	Curve	884.22'	Rt	N80°39'17"W	184.43'	184.77
03	Line	N/A	N/A	N74°40'06"W	210.51'	N/A
04	Line	N/A	N/A	N66°08'15"W	101.12'	N/A
05	Line	N/A	N/A	N85°08'33"W	82.51'	N/A

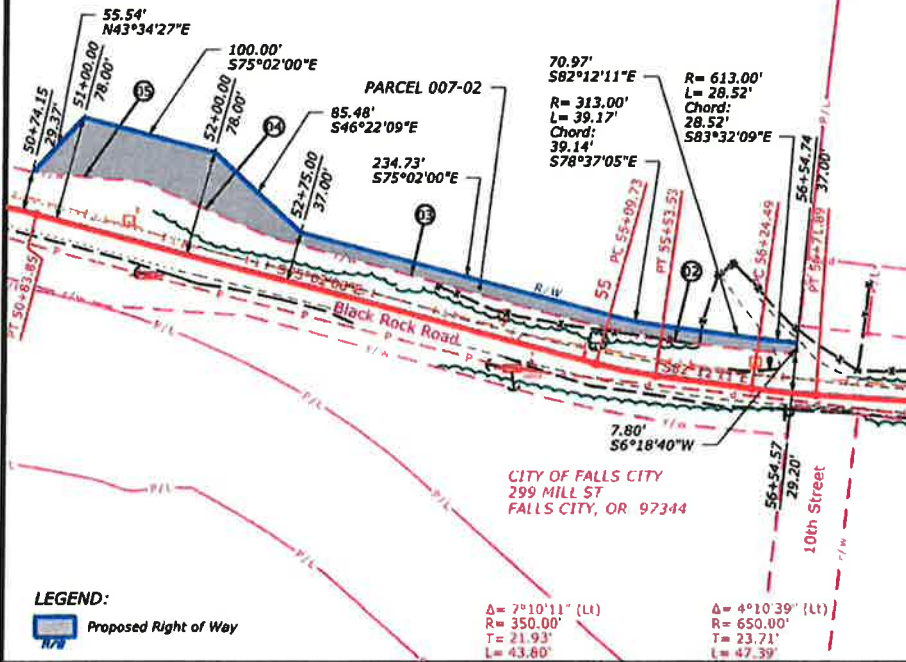
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T. 08 S., R. 06 W., WILLAMETTE MERIDIAN

Δ = 33°15'44" (Rt)
R = 380.00'
T = 113.51'
L = 220.60'

007
LAMPRECHT BOYD B
970 MITCHELL ST
FALLS CITY, OR. 97344



OR_POLK_2016(1), Mitchell Street and Black Rock Road Reconstruction

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021



Survey Performed with:

BASIS OF BEARINGS & COORDINATES:

Oregon North SPCS NAD3 (2011)

Orthometric elevations based on the NAVD88 GEOID12b

Units: International Feet

POLK COUNTY, OREGON
RIGHT-OF-WAY
Description of Land:
Parcel 007 - Lamprecht, Boyd B.
970 Mitchell St.
Falls City, OR. 97344

T. 08S. R. 06W., Willamette Meridian
Section 17: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Right-of-Way In Acres

Total ROW this Exhibit: 1.08

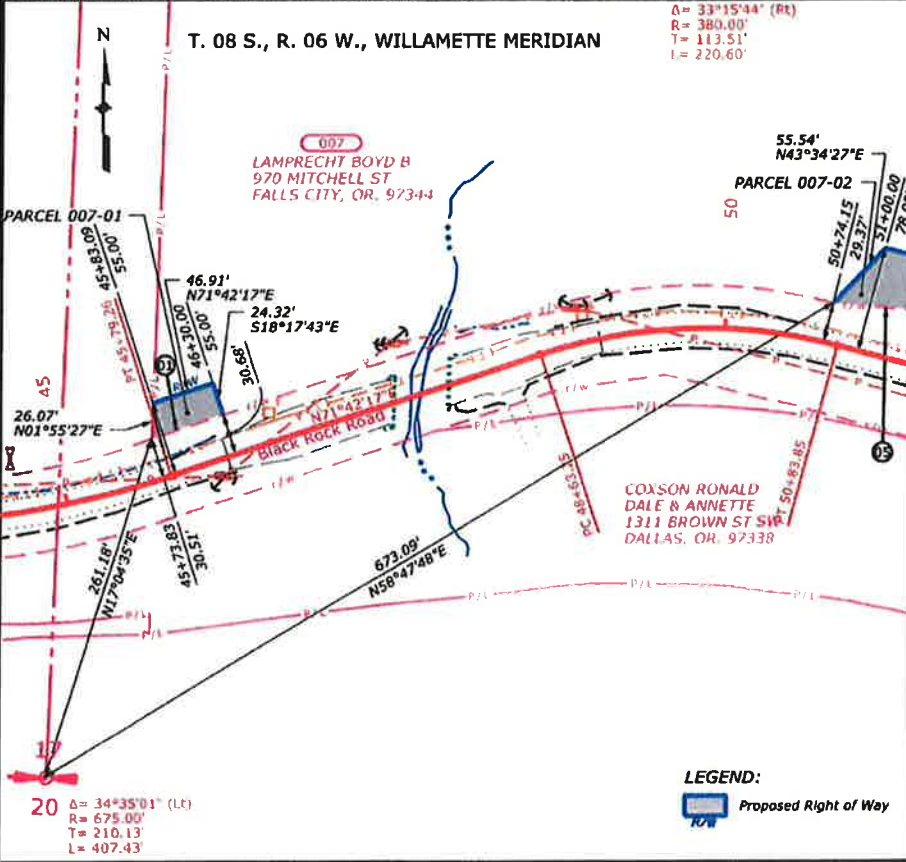
Existing ROW this Exhibit: 0.82

Acquired ROW this Exhibit: 0.26

Const. Easement this Exhibit: 0

Sheet 3 of 3

EXHIBIT A



OR_POLK_2016(1), Mitchell Street and Black Rock Road Reconstruction

Surveyed by:
FEDERAL HIGHWAY ADMINISTRATION
610 East 5th Street
Vancouver, WA 98661
Date: November, 2018

Drawing by:
USDOT/FHWA/WFLHD
Date: August, 2021



Survey Performed with:
BASIS OF BEARINGS & COORDINATES:
Oregon North SPCS NAD3 (2011)
Orthometric elevations based on the NAVD88 GEOID12b
Units: International Feet

POLK COUNTY, OREGON RIGHT-OF-WAY
Description of Land:
Parcel 007 - Lamprecht, Boyd B.
970 Mitchell St.
Falls City, OR, 97344

T.08S. R.06W., Willamette Meridian
Section 17: SW¼SE¼

Right-of-Way in Acres
Total ROW this Exhibit: 1.08
Existing ROW this Exhibit: 0.82
Acquired ROW this Exhibit: 0.26
Const. Easement this Exhibit: 0



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Public Health Consent Calendar Date: November 22, 2023
Contractor Name: Oregon Health Authority
Address: 635 Capitol Street NE, Room 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: November 01, 2023 Through: March 31, 2024
Contract Amount: \$31,450.00

Background:

The County applied for an Infrastructure Support for Reproductive Health (RH) Services Grant through OHA, that was offered to certified RHCare clinics to offset the costs of providing RH services, such as salary, rent, equipment, etc. This contract is the award from the State for that said RFA.

Discussion:

This contract provides one time funding to the Reproductive Health Program Service delivery under PE46 in the amount of \$31,450 to purchase much needed medical clinical equipment and offset staff salary and benefits, as well as rent.

Fiscal Impact:

The total award is \$31,450 for FY24. This funding was unexpected and will offset Reproductive Health costs lowering the amount of County general funds for the program.

Recommendation:

It is recommended that Polk County sign this award agreement with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____
Name: _____ E-mail: _____

RHCare Infrastructure Agreement

Notice of Award

This is a notice of award (the "NOA") issued by the Oregon Health Authority to Polk County Public Health ("Recipient") under Request for Applications Infrastructure Support for Reproductive Health Services (the "RFA"). This notifies the Recipient that the Recipient has been awarded \$31,450 under the RFA, based on the application submitted by the Recipient.

The Award is subject to the terms and conditions set forth in Exhibit A to the RFA. By acknowledging the NOA below, the signatory: (1) represents that the signatory is an authorized representative of the Recipient; (2) represents that the application submitted by the Recipient, remains true and correct; and (3) acknowledges and agrees that the Award is subject to the terms and conditions set forth in Exhibit A to the RFA.

Organization Name: _____

Authorized Signature: _____ Printed Name: _____

Title: _____ Date: _____

For OHA Administrative Purposes Only

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature: _____ Printed Name: Tim D. Noe

Title: Center Administrator Date: _____

Request for Application

Infrastructure Support for Reproductive Health Services

A) Purpose and Scope:

We know that Oregon's Reproductive Health Program (RH Program) clinical network needs infrastructure support that is not provided in the fee-for-service structure. Understaffing, increased need, and program requirements make delivering RHCare challenging. Unfortunately, most of the RH Program's funders require their funding to be spent on direct services. However, the RH Program asked for, and received, Title X funding to distribute to the RHCare network for the purpose of bolstering clinic infrastructure.

Agencies must be certified to provide RHCare, and the funding must be used in clinics that are certified to provide RHCare. The funding must be used for the purposes of ensuring access to reproductive health services – costs associated with training, salary, rent, equipment, etc.

Up to \$975,000 will be awarded through this request for applications ("RFA"). An average of \$29,500 may be awarded to any one RHCare agency that applies and is approved.

The funding period will be from the date of award to March 31, 2024.

B) Definitions:

For purposes of this RFA:

- "Agency" means an entity certified by the RH Program to operate RHCare clinics.
- "RFA" means Request for Application.
- "RHCare clinic" means a clinic operated by an agency certified with the RH Program to provide reproductive health services to all clients and to receive reimbursement for covered reproductive health services provided to all enrollees.
- "Reproductive Health Program" or "RH Program" means the program within the Center for Prevention and Health Promotion of the Oregon Health Authority that certifies RHCare, CCare, and AbortionCare clinics and administers the RH Access Fund which includes CCare, Title X, and RHEA funds.
- "Title X" means Title X of the Public Health Service Act, Section 1001 (42 U.S.C. § 300), which is a federal agreement administered by the Department of Health and Human Services, Office of Population Affairs intended to ensure access to equitable, affordable, client-centered, quality family planning services for clients, especially low-income clients.

Request for Application

Infrastructure Support for Reproductive Health Services

C) Eligible organizations

Applications will be accepted from RHCare agencies. All acceptable applications will be approved.

D) Funding Requirements

In addition to any other requirements under this RFA, funding through this RFA is subject to the following requirements:

- Qualifying agencies may receive up to \$29,500.00 to be spent by March 31, 2024.
- Funding must be used in clinics that are certified to provide RHCare.
- Funding must be used for the purposes of ensuring access to reproductive health services. Acceptable use of funds may include but are not limited to:
 - Costs associated with training staff
 - Salaries/wages
 - Costs associated with maintaining a clinic site (rent, renovations)
 - Clinic equipment
 - Costs associated with EHR systems (including upgrading costs)
 - Translation/interpretation services:
- Funding may not be used for:
 - Vehicles or mobile units
 - Surveillance equipment
 - Abortion services.

E) Information to be provided by applicant organization on the application:

An organization applying for funding through this RFA must submit the following information and complete the application:

- Amount of funds being requested
 - Maximum funds that may be requested is \$29,500
- A plan for how the applicant organization will use the funds, including a budget.

F) Recipient Attestation Requirement:

In the application an authorized representative of the applicant will be required to attest to the following:

1. The authorized representative is authorized to apply for funds on behalf of the applicant and to bind the applicant to the terms and conditions set forth in Exhibit A to this RFA.

Request for Application

Infrastructure Support for Reproductive Health Services

2. The applicant has reviewed this RFA in its entirety and is an eligible applicant based on the requirements of this RFA.
3. The applicant has reviewed, understands, and acknowledges and agrees to comply with the terms and conditions set forth in Exhibit A. Without limitation, the applicant understands and acknowledges that on Recipient's acknowledgement of a notice of award issued by OHA, the applicant will be bound by the terms and conditions of the Agreement.
4. All information provided to OHA in connection with this application is true and correct, and the applicant agrees to notify OHA immediately in writing if the applicant becomes aware that any such information is inaccurate or incomplete.

G) Recipient Reporting Requirements:

If an applicant is awarded funding it will be required to comply with reporting requirements set forth in the Terms and Conditions, including but not limited to those set forth in Section 5 of Exhibit A to this RFA.

H) Changes/Modification and Clarifications:

When appropriate, OHA will issue revisions, substitutions, or clarifications as addenda to this RFA. Revisions, substitutions, or clarifications to the RFA shall be recognized only if in the form of written addenda issued by OHA.

I) Reservation of OHA Rights:

OHA reserves all rights regarding this RFA, including, without limitation, the rights in OHA's sole discretion to:

- Amend or cancel this RFA without liability if it is in the best interest of the OHA to do so;
- Waive any minor informality or non-conformance with the provisions or procedures of this RFA;
- Seek clarification of any Application;
- Negotiate the Program Activities described in this RFA; and
- Amend or extend the term of any Agreement that is issued as a result of this RFA;

J) Application Evaluation:

Applications will be evaluated upon receipt. Applications will be evaluated based on eligibility criteria and responses to the application essay question.

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Infrastructure Support for Reproductive Health Services

K) Final Selection:

All Applicants will be notified whether or not they will be receiving an award through a written notice of award from OHA. It is anticipated that these notifications will come out on or around 09/30/2023, but that timeline is subject to change depending on the volume and complexity of Applications that are received.

L) Cost of Applications and Obligation:

All costs incurred in connection with preparing and submitting an Application in response to this RFA will be the responsibility of the Applicants and will not be reimbursed by OHA. All Applicants who submit an Application in response to this RFA understand and agree that OHA is not obligated to select any Applicant and, further, has absolutely no financial obligation to any Applicant arising from this RFA.

M) Release of Information:

Except as required by the Oregon Public Records Law or other applicable law, no information shall be given to any Applicant (or any other person) relative to its standing in relation to other Applicants during the RFA process.

N) Public Information:

The application solicitation file is subject to public disclosure in accordance with the Oregon Public Records Law (ORS 192.311–192.478). If any part of an Application is considered a trade secret as defined in Oregon Revised Statutes 192.345(2) or otherwise exempt from disclosure under Oregon Public Records Law, the Applicant shall submit one additional copy of their Application that redacts only the exempt language. Any person may request copies of public information. However, except as required by applicable law, copies of Applications will not be provided until the evaluation process has been completed and the Applicants are notified.

O) Title X Statement

These agreements are funded by Office of Population Affairs of the U.S. Department of Health and Human Services (HHS) through the Title X program. For more information, please visit <https://opa.hhs.gov/agreement-programs/title-x-service-agreements>.

P) Application Link:

<https://app.smartsheet.com/b/form/ace0bb222f874ae8a5d099f480044510>

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Infrastructure Support for Reproductive Health Services

Q) Point of Contact:

For questions please contact:

Alison Babich, alison.a.babich@oha.oregon.gov

Becky Griesse, rebecca.griesse2@oha.oregon.gov

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Infrastructure Support for Reproductive Health Services

EXHIBIT A

Terms and Conditions

- 1. RFA Incorporated.** The recipient ("Recipient") awarded funds under the request for applications (the "RFA") to which these terms and conditions (this "Agreement") are attached agrees to comply with the terms and conditions set forth in Sections A through Q of the RFA (the "RFA Terms"), as modified through the Effective Date, which are hereby incorporated into and made part of this Agreement. Notwithstanding the foregoing, in the event of a conflict between any terms or conditions of this Agreement and the RFA Terms, the terms and conditions of this Agreement will control.
- 2. Term of Agreement.** The term of this Agreement will begin on the date (the "Effective Date") that the Recipient acknowledges a notice of award (the "NOA") issued by the State of Oregon, acting by and through the Oregon Health Authority ("OHA"), to Recipient and will expire, unless terminated or extended in accordance with its terms, on March 31, 2024. Subject to acknowledgement of the NOA by Recipient, Recipient may use Agreement Funds for eligible expenditures incurred in accordance with this Agreement through March 31, 2024. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured or relieve Recipient of any obligations that by their express terms survive the termination or expiration of this Agreement.
- 3. Disbursement.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is the amount set forth in the NOA issued to Recipient. OHA will not disburse funds under this Agreement ("Agreement Funds") to Recipient in excess of the not-to-exceed amount and will disburse Agreement Funds to Recipient as one payment, due upon upon execution of contract agreement. To receive Agreement Funds, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit, by completing any forms required by OHA to facilitate EFT. On request by OHA, Recipient must provide its taxpayer identification number (TIN) and any other necessary banking information to receive payment by EFT. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current EFT designation and information will be used for all disbursements under this Agreement. In the event that EFT designation

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or information changes, Recipient must provide such designation or information by completing any forms required by OHA.

4. **Use of Agreement Funds.** Recipient will use Agreement Funds for payment of expenses in accordance with the terms and conditions of this Agreement, including the RFA Terms.
5. **Reporting Requirements.** As a condition to receipt of Agreement Funds under this Agreement, Recipient will submit the following to OHA:
 - a. Within 10 days following the Effective Date:
 - i. Proof of insurance, through a certificate or certificates of insurance, that meets the following minimum insurance requirement:
 1. 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 Agreement, 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 \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.
 2. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Recipient and Recipient's subcontractors, agents, officers, or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide continuous claims made coverage as approved by OHA.
 - ii. Federal Funding Accountability and Transparency Act (FFATA) form with a Unique Entity Identity Number (UEI). A FFATA form will be provided.
 1. A UEI number can be obtained from registering at [SAM.GOV](https://sam.gov).
 - b. On or before April 30, 2024, a final report explaining how the agency spent the money, including a detailed expenditure report, in a form prescribed by OHA.

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Infrastructure Support for Reproductive Health Services

Notwithstanding any other provision of this Agreement, Recipient's obligation under this Section 5(c) will survive termination of this Agreement.

- 6. Compliance with Law.** Recipient will comply with laws and orders to which Recipient is subject and which are applicable to this Agreement.

- 7. Independent Contractor Status; Conflict of Interest.** Recipient represents that:
 - a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
 - b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS chapter 244 and no statutes, rules, or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement.

- 8. Payment Limitations.** Recipient is not entitled to compensation under this Agreement from any other agency or department of the State of Oregon. Recipient acknowledges and agrees that OHA's payment of Agreement Funds is contingent on OHA receiving appropriations, limitations, allotments, and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Agreement Funds to Recipient as set forth in this Agreement.

- 9. Recovery of Overpayments.** Any Agreement Funds disbursed to Recipient that are expended in violation or contravention of any provision of this Agreement ("Misexpended Funds") or that remain unexpended on termination or expiration of this Agreement ("Unexpended Funds") must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the termination or expiration of this Agreement, as applicable. OHA, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA of its objection and the basis for such objection. Notwithstanding any other provision of this Section 9, if Recipient is a tribal government or an agency of a tribal government, then: (i) OAC shall notify Recipient in

Request for Application

Infrastructure Support for Reproductive Health Services

writing of its intent to recover funds and identify the payment(s) from which the deduction(s) will be made; (ii) Recipient shall have the right to, not later than fourteen (14) days following such notice, request the deduction(s) be made from another payment(s) identified by Recipient; (iii) to the extent that OHA's recovery of funds from the other payment(s) suggested by Recipient is feasible, OHA will comply with Recipient's request; and (iv) in no case without the prior consent of Recipient will the amount of recovery deducted under this Section 9 exceed twenty-five percent (25%) of the total payment amount from which the deduction was taken.

10. Indemnity. RECIPIENT SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS"), RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR RECIPIENTS UNDER THIS AGREEMENT. NEITHER RECIPIENT NOR ANY ATTORNEY ENGAGED BY RECIPIENT MAY DEFEND ANY CLAIM IN THE NAME OF THE STATE OF OREGON (INCLUDING ANY AGENCY OF THE STATE OF OREGON), NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE FOR THE STATE OF OREGON, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE OREGON ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR MAY RECIPIENT SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE OREGON ATTORNEY GENERAL. IF THE STATE OF OREGON ASSUMES ITS OWN DEFENSE, RECIPIENT WILL BE LIABLE FOR THE ATTORNEY FEES OF THE STATE OF OREGON, INCLUDING BUT NOT LIMITED TO ANY FEES CHARGED BY THE OREGON DEPARTMENT OF JUSTICE.

11. Remedies. All remedies under this Agreement are in addition to any other remedies at law, in equity, or otherwise. All remedies are cumulative to the extent the remedies are not inconsistent. In the event of any breach of this Agreement by OHA, Recipient's sole remedy will be a claim for payment of Agreement Funds for expenses incurred and for which payment is authorized by this Agreement. In no event will OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

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Infrastructure Support for Reproductive Health Services

12. Termination.

- a. **OHA's Right to Terminate at its Discretion.** In addition to any other rights and remedies OHA may have under this Agreement, at its sole discretion, OHA may terminate this Agreement:
 - i. For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - ii. Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the Agreement Funds to Recipient as set forth in this Agreement;
 - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - iv. Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving Agreement Funds or benefitting from Agreement Funds under this Agreement.
- b. **Effect of Termination.** Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OHA, OHA expressly directs otherwise.

13. Insurance. Recipient shall maintain insurance as set forth in this Agreement and which satisfies the following requirements, prior to performing any activities under this Agreement:

- a. Recipient shall obtain required insurance from 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 OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.
- b. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- c. All liability insurance, except for Workers' Compensation and Professional Liability, required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional

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Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Recipient's 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 07 04 or equivalent.

- d. Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against OHA or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OHA has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).
- e. 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, Recipient 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 commencement of any activities under this Agreement (and in no event later than the Effective Date), for a minimum of 24 months following the later of (i) Recipient's completion of all activities required under this Agreement, (ii) termination of this Agreement, or (iii) the expiration of all warranty periods provided under this Agreement.
- f. Any certificate(s) of insurance required by OHA 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 Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate(s) must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
- g. Recipient or its insurer must provide at least 30 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- h. Recipient agrees to periodic review of insurance requirements by OHA under this

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Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

- i. All insurance providers are subject to OHA acceptance. If required by OHA, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to OHA for verification of required insurance coverage.

14. Records Maintenance; Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of: (i) six years following final payment and termination of this Agreement; (ii) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (iii) until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement.

15. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer or interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

16. No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this

Request for Application

Infrastructure Support for Reproductive Health Services

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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

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

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by email shall be deemed received and effective five days after the date of emailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. As of the Effective Date, the notice information for OHA is as follows:

Oregon Health Authority
Reproductive Health Program
800 NE Oregon St.
Portland, OR 97232

19. Headings; Interpretation. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be

Request for Application Infrastructure Support for Reproductive Health Services

used to construe the meaning of or to interpret this Agreement. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so.

20. Amendments; Waiver; Consent. No amendment, waiver, or consent under this Agreement shall bind any party unless it is in writing and signed by the parties and, when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.


21. Merger. This Agreement, including any attachments, exhibits, and incorporations, 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.



POLK COUNTY

820 S.W. ASH STREET * DALLAS, OREGON 97338-2112
(503) 623-0715 * FAX (503) 623-6819

EMERGENCY MANAGEMENT

To: Polk County Board of Commissioners
From: L. Dean Bender, Emergency Manager 
Date: November 16, 2023
Subject: 2023 State Homeland Security Grant Award (Grant # 23-261)

Recommendation:

Direct Polk County Emergency Management to accept grant funds totaling \$66,000 for the following project:

Wildfire Interoperability Project – Phase III Project – (\$66,000)

This project was made available by a **competitive grant** application process through the State of Oregon by the U.S. Department of Homeland Security, Office for Domestic Preparedness, which is administered by Oregon Emergency Management through the Oregon Military Department.

Note: This grant does not require any match requirements.

Issue:

Should Polk County Emergency Management accept grant funding from the FY2023 State Homeland Security grant process to help facilitate the 3rd and final phase in upgrading Fire/EMS mobile radios to enhance interoperability with neighboring agencies that may use different frequency bands?

Back in 2015, we were notified that the City of Salem was going to migrate off the UHF band to a digital band in the 800 frequency range. The State of Oregon and other State agencies like the Department of Forestry have also migrated to digital type communications and in doing so, our Fire/EMS has lost or will lose interoperable communications with those agencies unless they switch over to our VHF channel for communications.

This project is our third and final phase that has focused solely on purchasing multiband radios for Fire/EMS. Overall, this is our sixth project with the first three phases focusing on Law Enforcement communications needs to address the lack of interoperability with the City of Salem. This phase for Fire/EMS however, continues to focus on the Fire/EMS communications response needs to provide expanded interoperability for those that work in the Fire/EMS discipline and build on what we purchased under the 2021 and 2022 SHSP Grants. Having multi-band radios in our Fire/EMS units has increasingly become even more important with all the mutual aid being done across the County, Region and Statewide. It is very important that all of our first responders have the ability to communicate with other agencies no matter where they are located.

Discussion/Alternatives:

Decline the grant award and look for other sources of funding to facilitate the enhancement to build out interoperability capability amongst our Fire/EMS responders who respond beyond our County borders.

Fiscal Impact:

The fiscal impact to Polk County would only be the costs associated with administering the grant funds (\$66,000).

23-261

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

County of Polk

\$66,000

Grant No: 23-261

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **County of Polk**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2023**, and ending, unless otherwise terminated or extended, on **September 30, 2025** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$66,000 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Fiscal and Programmatic Performance Reports.

- a. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 23 State Homeland Security Program. This report will also provide space to disclose financial activities during that reporting period.
- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed

statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.

c. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

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

ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

d. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

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

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

- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit

requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

- ii. Audit costs for audits not required in accordance with 2 CFR 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 an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary 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 State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.

ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.

vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.

ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

- vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within 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 the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

County of Polk

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

By _____

Name _____
(printed)

Name _____
(printed)

Preparedness Section Manager, OEM

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

APPROVED AS TO LEGAL SUFFICIENCY

10/17/23

By 
Subrecipient's Legal Counsel

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

Date 11-20-23

Subrecipient Program Contact:

L. Dean Bender
County Emergency Manager
County of Polk
820 SW Ash St., Dallas, OR 97338
503-932-6071
Bender.Dean@co.polk.or.us

OEM Fiscal Contact:

Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

Subrecipient Fiscal Contact:

L. Dean Bender
County Emergency Manager
County of Polk
820 SW Ash St., Dallas OR 97338
503-932-6071
Bender.Dean@co.polk.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Scope of work: This project will fund the purchase and installation of multiband radios for, Polk Fire, Dallas Fire, and Southwest Polk Fire to create greater interoperability communications capabilities among public safety departments across Polk County.

Core Capability Addressed:

Investment Justification: Emergency Communications

II. Budget

Grant Funds:	\$66,000
Total Budget:	\$66,000
Equipment	\$66,000
Total (Grant)	\$66,000

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any

federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United

States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C
Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government 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 performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM.

Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in Sam.gov): County of Polk
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): MSNMZ3DRBRN5
 - (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
 - (iv) Federal Award Date: September 1, 2023
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to September 30, 2025
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2023, to September 30, 2025
 - (vii) Amount of Federal Funds Obligated by this Agreement \$66,000
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$174,999
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$174,999
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$ 8,647,500.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%


*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year



POLK COUNTY

820 S.W. ASH STREET * DALLAS, OREGON 97338-2112
(503) 623-0715 * FAX (503) 623-6819

EMERGENCY MANAGEMENT

To: Polk County Board of Commissioners
From: L. Dean Bender, Emergency Manager 
Date: November 16, 2023
Subject: 2023 State Homeland Security Grant Award (Grant # 23-240)

Recommendation:

Direct Polk County Emergency Management to accept grant funds totaling \$108,999 for the following project:

Secure Communications Shelter Project – (\$108,999)

This project was made available by a **competitive grant** application process through the State of Oregon by the U.S. Department of Homeland Security, Office for Domestic Preparedness, which is administered by Oregon Emergency Management through the Oregon Military Department.

Note: This grant does not require any match requirements.

Issue:

Should Polk County Emergency Management accept grant funding from the FY2023 State Homeland Security grant process to help facilitate the purchase and installation of a secure communications bunker style building at the new communications site that was constructed at the County Fairgrounds?

This grant award is a combination of actually two separate grant awards – an approved allocation grant award of \$48,999 and a competitive grant of \$60,000 that have been combined into one single grant award in that will reduce our reporting requirements.

This grant award is for the building structure only as well as equipment for redundant HVAC systems to be installed on the building. This building will not only secure or house our communications equipment but will be available to have space for a “warm” IT backup location or other potential space for future lease opportunities.

Discussion/Alternatives:

Decline the grant award and look for other sources of funding to facilitate the purchase and installation of a communications building to house radio equipment as well as computer backup equipment.

Fiscal Impact:

The fiscal impact to Polk County would only be the costs associated with administering the grant funds (\$108,999).

23-240

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

County of Polk

\$108,999

Grant No: 23-240

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **County of Polk**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2023**, and ending, unless otherwise terminated or extended, on **September 30, 2025** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$108,999** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Fiscal and Programmatic Performance Reports.

- a. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 23 State Homeland Security Program. This report will also provide space to disclose financial activities during that reporting period.
- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.
- c. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- d. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient,

enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in

accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

- ii. Audit costs for audits not required in accordance with 2 CFR 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 an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary 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 State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement

shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides

written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or

- v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to

Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within 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 the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

County of Polk

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

By _____

Name _____
(printed)

Name _____
(printed)

Preparedness Section Manager, OEM

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

APPROVED AS TO LEGAL SUFFICIENCY

10/17/23

By  _____
Subrecipient's Legal Counsel

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

Date 11-29-23

Subrecipient Program Contact:

L. Dean Bender
County Emergency Manager
County of Polk
820 SW Ash St., Dallas, OR, 97338
503-932-6071
Bender.Dean@co.polk.or.us

OEM Fiscal Contact:

Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

Subrecipient Fiscal Contact:

L. Dean Bender
County Emergency Manager
County of Polk
820 SW Ash St, Dallas, OR 97338
503-932-6071
Bender.Dean@co.polk.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Scope of work: This project will fund the purchase and installation of a prefabricated public safety radio control shelter to be located at 520 S Pacific Hwy, Rickreall Oregon. This project may also fund the purchase and installation of a climate control system for the public safety radio control shelter.

Core Capability Addressed: Operational Communications

Investment Justification: Emergency Communications

II. Budget

Grant Funds:	108,999
Total Budget:	108,999
Equipment	108,999
Total (Grant)	108,999

EHP FUNDING HOLD: 108,999

There is a funding hold on this project until OEM receives approval of the project from FEMA after their Environmental and Historical Preservation (EHP) review. OEM will notify subrecipient when this hold has been released. Do not spend funds on this project until you have been notified that this hold has been removed.

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to "recipient" include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any

federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United

States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government 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 performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM.

Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in Sam.gov): County of Polk
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): MSNMZ3DRBRN5
 - (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
 - (iv) Federal Award Date: September 1, 2023
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to September 30, 2025
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2023, to September 30, 2025
 - (vii) Amount of Federal Funds Obligated by this Agreement \$108,999
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$174,999
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$174,999
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$ 8,647,500.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year