

AGENDA ITEM FOR ADMINISTRATIVE
MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Emergency Management Workshop Contract

<p>Background:</p> <p>The contract to provide an emergency management workshop is before the Board for review and approval.</p>	<p>Requested Action:</p> <p>Review proposed contract for emergency management workshop</p>
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ATTACHMENTS: Proposed contract

*****For Internal Use Only*****

Checkoffs:

- () Dept. Head (copy)
- () Human Resources (copy)
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Tom Roberts
Needed at Meeting:

Scheduled for meeting on: October 5, 2022

Action taken:

Follow-up:

**Umatilla County
Personal/Professional Services Contract**

This contract is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and Athena Incident Management, LLC, aka AIM, hereinafter called Contractor. The County's supervising representative for this contract is Tom Roberts, Director of Emergency Management, 216 SE 4th Street, Pendleton, Oregon, 97801.

1.0 Effective Date and Duration

1.1 This contract is dated and shall become effective on September 30th, 2022.

1.2 Termination of contract and final billing for work performed shall be submitted to the County no later than 30 days after completion of work performed. Otherwise, this contract shall expire, unless otherwise terminated or extended, no later than August 31st, 2023.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

2.0 Contract Documents

This contract includes the attached Exhibit A (Statement of Work), and Appendix 1 (Grant Agreement Between OSFM and Umatilla County) Exhibit B (Required Insurance), and Exhibit C (Independent Contractor Certification Statement), which are by this reference made a part of the contract.

3.0 Notice

Except as otherwise expressly provided in this contract as identified in paragraph one above, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, electronic mail, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

4.0 Statement of Work

4.1 Contractor shall perform the statement of work as set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

5.0 Consideration

5.1 County agrees to pay Contractor not to exceed the sum of \$26,400.00 for accomplishment of the work, which includes any allowable expenses as outlined in the detailed budget in Appendix 1.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the

amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit progress billings, not to exceed one billing per month and not less than once quarterly, for work performed. The billings shall describe with particularity all work performed as described in Exhibit A, by whom it was performed, and shall itemize and explain expenses for which payment is claimed and that this contract requires the County to pay. The billings shall include the total amount billed to date by Contractor prior to the current invoice. Billings shall be sent to County's supervising representative.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Umatilla County.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available the County may terminate this contract as provided in paragraph 13.4.

8.0 Representations and Warranties

8.1 Contractor represents and warrants to County that:

- (1) Contractor has the power and authority to enter into and perform this contract;
- (2) This Contract, when executed and delivered, shall be a valid and binding

obligation of Contractor enforceable in accordance with its terms;

(3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;

(4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;

(5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

8.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

9.0 Indemnity.

9.1 GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

9.2 INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 11.1, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD COUNTY AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO COUNTY BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE COUNTY'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT COUNTY SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

10.0 Compliance with Applicable Law

10.1 Contractor shall comply with all federal, state, and local laws and ordinances applicable to this contract.

10.2 Without limiting the generality of paragraph 10.1, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

(vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference to the extent that they are applicable to this contract and required by law to be so incorporated.

10.3 County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated into this contract by this reference.

11.0 Records

11.1 Contractor shall maintain financial and pertinent records relating to this contract in accordance with generally accepted accounting principles, and in such a manner as to clearly document Contractor's performance. All records will be in accordance with the stipulations outlined in Appendix 1, Oregon Office of the State Fire Marshall and Umatilla County Agreement. Records pertaining to grant matching funds will be submitted to the County for inclusion in the County's grant reimbursement process. Contractor will provide grant close-out materials to the County, and thereafter the County shall retain the grant records in accordance with the grant requirements per Appendix 1. This shall include documentation of applicable project-related grant match funds as required per Appendix 1, for which the contractor is coordinating the project. The County agrees to submit its grant match records within five days upon request, to contractor upon contractor's request for inclusion in required grant reporting.

11.2 County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the County and the Contractor that are pertinent to this contract for the purpose of making audit, examination, excerpts and transcript.

11.3 Contractor shall retain and keep accessible all records for such period as required by applicable law following final payment and termination of this contract.

13.0 Default and Termination

13.1 Time is of the essence under this contract.

13.2 Default by Contractor.

(1) Contractor shall be in default under this Contract if:

(A) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified, or so fails to pursue the work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in

such notice.

(2) County's Remedies for Contractor's Default. In the event Contractor is in default under this Paragraph 13.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (A) Termination of this Contract under Paragraph 13.4;
- (B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (D) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order. If a court determines that Contractor was not in default under this paragraph 13.2, then Contractor shall be entitled to the same remedies as if this contract was terminated pursuant to paragraph 13.4.

13.3 Default by County.

(1) County shall be in default under this Contract if:

(A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 13.4, or in the event County is in default under this paragraph 13.3 and whether or not Contractor elects to exercise its right to terminate the Contract under paragraph 13.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 13.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

13.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

- (A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;
- (B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or

- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- (A) Contractor is in default under paragraph 13.2 because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under paragraph 13.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (C) Contractor is in default under paragraph 13.2 because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under paragraph 13.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

- (B) County is in default under paragraph 13.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

13.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

13.6 Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

13.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

13.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

14.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

15.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

16.0 Assignments and Successor Interests

16.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

16.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

17.0 Severability

The parties agree that if any term or provision of this contract 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 the contract did not contain the particular term or provision held to be invalid.

18.0 Controlling Law/Venue

18.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

18.2 Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Umatilla County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

19.0 Merger Clause

19.1 This contract and attached exhibits constitutes the entire agreement between the parties.

19.1 No waiver, consent, modification, or change of terms of this contract shall bind

either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

19.3 There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

20.0 Contractor Data and Certification

20.1 Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name (tax filing): Athena Incident Management, LLC

Address: 2034 Columbia Boulevard 205, Saint Helens OR 97051

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership Limited Liability Company Limited Liability Partnership

Sole Proprietorship Other

Federal Tax ID#: 85 - 2819466

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

20.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

(a) The number shown on this form is Contractor's correct taxpayer identification;

(b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

(c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue,;

(d) Contractor is an independent contractor as defined in ORS 670.600; and

(e) The supplied Contractor data is true and accurate.

20.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Approved by the Contractor:



Signature

____ 30 September 2022 _____
Date

Title President _____

Approved by the County:

UMATILLA COUNTY

John Shafer, Commissioner

Date

Dan Dorrان, Commissioner

Date

George L. Murdock, Commissioner

Date

ATTEST:

Office of County Records

Records Officer

Exhibit A
Personal/Professional Services Contract

1.0 Statement of Work:

A. Statement of Work:

Contractor will work with the Umatilla County’s Supervising Representative, Tom Roberts, and the Umatilla County Local Emergency Planning Committee, to deliver a two-day “Managing the Message” Crisis Communication Conference Workshop, hosted in Umatilla County. This event brings together both domestic and international subject matter experts and industry practitioners. Day one activities provide presentations which inform and educate attendees on current best practices, improvement examples, real-world case studies all culminating in a facilitated whole-audience tabletop exercise on day two.

The project will follow and adhere to the Oregon State Fire Marshall’s, FEMA and Homeland Security Exercise and Evaluation Program requirements. Contractor will provide to Umatilla County required documentation to support its reimbursement processes through the Oregon State Fire Marshall’s Office.

B. Delivery Schedule:

Subject to change Contractor proposes:

<i>DRAFT SCOPE - to be finalized/adopted with partners at Kickoff Meeting</i>				
TIMELINE DRAFT:	KEY MILESTONES:	UPDATES TO:		
September 2022	Contract signed	S	L	O
	Kickoff Meeting/Initial Planning Meeting	u	E	S
	Date Selection	p	P	F
	Survey Stakeholders	e	C	M
	Survey Attendees [ongoing]	r		
	Initiate Formalization of Program Outline	v		
	Engage Advocates	i		
October 2022	Issue Progress Invoice	s		
	Confirm Conference Workshop Location	i		
	Recruit and Confirm SME Speakers	n		
	Recruit and Confirm Practitioner Speakers	g		
	Midterm Planning Meeting			
	Structure Initial Advertising	R		
	Engage Outreach Launch	e		
October 2022	Issue Progress Invoice	p		
November 2022	Issue Speaker Guidance Packages			
December 2022	Confirm Key Partner Organization Contributors			
January 2023	Final Planning Meeting			
February 2023	Issue Progress Invoice			
March 2023	Confirm Program; Secure Backups			
April 2023	DATES TBD - DELIVER CONFERENCE WORKSHOP			
May 2023	DATES TBD - DELIVER CONFERENCE WORKSHOP			
June 2023	Provide all Close-Out Requirements to County			

2.0 Consideration:

A. Payment not to exceed the sum of \$26,400.00, per the grant-funded project.

B. Interim payments shall be made to the Contractor according to the following schedules:

Please see Exhibit A, section B. Delivery Schedule

Not less than quarterly and not more than once per month, Contractor will submit Progress Invoice for payment to County's Representative

3.0 Travel and Other Expenses

Costs are included within Exhibit A, section B. Delivery Schedule

Exhibit C
Independent Contractor Certification Statement*

Contractor certifies that he/she is an independent contractor by meeting the following standards:

1. Contractor is licensed under ORS Chapter 701 to provide labor or services for which such registration is required.
2. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. Contractor will furnish the tools or equipment necessary to do the contracted labor or services.
4. Contractor has the authority to hire and fire employees who perform the labor or services.
5. Contractor represents to the public that the labor or services are to be provided by independently established business as four (4) or more of the following circumstances exist.

_____ A. The labor or services are primarily carried out at a location separate from my residence, or carried out primarily in a specific portion of the residence, which portion is set aside as the location of the business.

_____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

_____ C. You use a telephone listing and service separate from your personal residence listing and service.

_____ D. You perform labor or services only pursuant to written contracts.

_____ E. You perform labor or services for two or more different persons within a period of one year.

_____ F. You assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bond, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.



Contractor Signature

30 September 2022

Date

Entity: Athena Incident Management, LLC.

*Corporations are not required to complete this form, but must sign form representing that Contractor is a corporation authorized to do business in the State of Oregon.

APPENDIX 1
Oregon Office of the State Fire Marshall and Umatilla County Grant Agreement
ATTACHED

SUB-RECIPIENT GRANT AGREEMENT

This Sub-recipient Grant Agreement (this "Agreement") is entered into by and between the State of Oregon acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal ("OSFM") and Umatilla County Emergency Management, ("Sub-recipient").

RECITALS

- A. By authority granted under ORS 190.110, a state agency or unit of local government of this state may cooperate by agreement or otherwise, with a state agency or unit of local government of this or another state in performing a duty imposed upon it or in exercising a power conferred upon it.
- B. In order to ensure a swift response to a hazardous substance accident and to minimize damage to people, property, and wildlife, OSFM is authorized under ORS 453.347 to assist with emergency response planning by appropriate agencies of local and state government, and may apply for funds to train, equip, and maintain an appropriate response capability at the state and local level.
- C. The parties desire to engage in this Agreement for the mutual benefit of the parties. OSFM desires to enter into this Agreement to assist with local emergency response planning through the training and support of an appropriate local hazardous materials emergency response capability. Sub-recipient desires to receive financial assistance from OSFM to carry out the local hazardous materials emergency preparedness training(s) or project(s) as further described in Exhibit A attached hereto (the "Project").
- D. The parties acknowledge and agree that this Agreement is a sub-award of certain grant funds from OSFM to Sub-recipient (the "Grant Funds"). The Grant Funds are from the United States Department of Transportation. The Catalog of Federal Domestic Assistance (CFDA) number for the United States Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Office of Hazardous Materials Safety, Hazardous Materials Emergency Preparedness program is 20.703.

TERMS OF SUB-RECIPIENT GRANT AGREEMENT

1. PURPOSE.

- 1.1 Purpose. The purpose of this Agreement is to establish the terms and conditions of the distribution of the Grant Funds and implementation of the Project, as a part of state and local hazardous materials emergency planning and preparedness measures.

2. TERM / EFFECTIVE DATE.

- 2.1 This Agreement terminates on June 30, 2023 unless sooner terminated or extended pursuant to other provisions of this Agreement.

3. SUB-RECIPIENT OBLIGATIONS.

- 3.1 Sub-recipient agrees to comply with all Project details as set forth in Exhibit A, the Project Description, and with the requirements of the Pipeline and Hazardous Materials Safety Administration, Hazardous Materials Emergency Preparedness Grant Program, Terms and Conditions attached hereto as Exhibit B ("HMEP Terms and Conditions"). For the purposes of this Agreement, Sub-recipient will comply with only those sections applicable to its role as a sub-recipient with an exception, as provided in Section 16 of the HMEP Terms and Conditions for "Flow-down of Requirements under Sub-awards".
- 3.2 Sub-recipient agrees to provide 25% of the total project cost in cash (hard match) or as an in-kind (soft match) contribution, or a combination of both ("Sub-recipient Match"). Sub-recipient agrees to provide documentation showing how it satisfied the Sub-recipient Match requirement. Match validation

documentation shall be provided with the Request for Reimbursement. OSFM reserves the right to determine if the Sub-recipient Match requirement is satisfied. The minimum amount of match required for the Grant Funds under this Agreement is **\$6,510.00** ("Sub-recipient Match Amount").

- 3.3 Sub-recipient agrees to use Oregon Department of Public Safety Standards and Training (DPSST) approved instructors, when applicable for the Project. Sub-recipient shall submit:
- 3.3.1 The application required for DPSST to certify the course and the instructor(s) before the classes are held.
- 3.3.2 A student roster and course evaluations to DPSST's Fire Training Section with copies to the OSFM at the completion of the class.
- 3.4 Sub-recipient agrees to provide OSFM with copies of all sub-awards and invoices.
- 3.5 Sub-recipient agrees to submit to OSFM a Request for Reimbursement in the form attached hereto as Exhibit C ("Request for Reimbursement") of applicable charges for verification and approval of expenditures before payment is made by OSFM. All Requests for Reimbursements must be submitted to OSFM no later than thirty (30) days following the termination of this Agreement and must include the following information:
- 3.5.1 For projects:
- a. the project title,
 - b. training or exercise scenario agenda,
 - c. rosters, and
 - d. evaluation forms.
- 3.5.2 For exercises:
- a. an exercise timeline,
 - b. pre-exercise packages, and
 - c. the after action report.
- 3.6 Sub-recipient agrees to submit performance and financial reports as required in Section 13 of the HMEP Terms and Conditions to the OSFM Grant Project Manager identified in Section 5.

4. OSFM's OBLIGATIONS.

- 4.1 OSFM agrees to provide direction and support, on an "as needed" basis when reasonable, to Sub-recipient.
- 4.2 OSFM agrees to work with Sub-recipient to distribute announcements to public safety agencies across Oregon that may be interested in participating in the training or exercise.
- 4.3 OSFM agrees to reimburse Sub-recipient for actual incurred expenditures related to the completion of the Project, excluding the Sub-recipient Match Amount, with the Grant Funds up to an amount not to exceed **\$26,040.00**, ("Grant Amount") for performance of the obligations set forth in Section 3. Any and all expenses not covered by the Grant Amount and Match Amount are the sole responsibility of Sub-recipient. Questions regarding eligible costs should be addressed to the OSFM Grant Project Manager identified in Section 5 of this Agreement, who will have final decision-making authority. Any Grant Funds disbursed to Sub-recipient under this Agreement that are used in violation or contravention of one or more of the provisions of this Agreement or the laws pertaining to public funds ("Misexpended

Funds”) must be returned to OSFM by Sub-recipient, no later than ten (10) days after OSFM’s written demand therefor.

5. NOTIFICATIONS.

5.1 OSFM CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Terry Wolfe, Grant Project Manager
Office of State Fire Marshal
3565 Trelstad Ave. SE
Salem, OR 97317
Ph: 503-934-8245
Email: terry.wolfe@osp.oregon.gov

5.2 NAME OF OTHER PARTY CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Thomas Roberts
Umatilla County Emergency Management
4700 NW Pioneer Place
Pendleton Oregon 97801
Ph: 541-966-3706
Email: Thomas.roberts@umatillacounty.net

5.3 ANNOUNCEMENTS; PUBLICATIONS.

5.3.1 Sub-recipient agrees that all training, planning, and exercise announcements or publications created with any Grant Funds shall contain the following announcements: *“This (choose one of the following) (training, exercise, or publication) was funded by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Hazardous Materials Emergency Preparedness grant program through the Oregon State Police, Office of State Fire Marshal and (insert name) Local Emergency Planning Committee (or if not an LEPC then insert the Name of Other Party).”*

5.3.2 Sub-recipient agrees to include the following language in all publications related to the Project: *“The opinions, findings, and conclusions or recommendations expressed in this publication are those of the author and do not necessarily reflect views of the U.S. Department of Transportation or Oregon State Police, Office of State Fire Marshal.”*

6. TERMINATION.

6.1 This Agreement may be terminated prior to the Termination Date at any time by mutual written consent of the parties.

6.2 OSFM may unilaterally terminate this Agreement effective ten (10) days after delivery of written notice to Sub-recipient, or at such later date as may be established by OSFM, under any condition including, but not limited to, the following:

6.2.1 If Sub-recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the Project as to endanger performance of obligations as required under this Agreement, and after receipt of written notice from OSFM, fails to correct such failures within ten (10) days, or such longer period as OSFM may authorize.

- 6.2.3 If OSFM fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to continue to make the payments provided for in this Agreement.
- 6.2.4 If federal or state laws, regulations, or guidelines are modified, or interpreted in such a way that the Project under this Agreement is prohibited, or if OSFM is prohibited from paying for such Project from the planned funding source.
- 6.2.5 If Sub-recipient fails to provide the Sub-recipient Match for the Project.
- 6.3 Termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

7. NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon OSFM receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSFM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Sub-recipient is not entitled to receive payment under this Agreement from any part of Oregon state government other than OSFM. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OSFM certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OSFM's current appropriation or limitation of the current biennial budget.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Sub-recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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 it is sovereign immunity or 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. SUB-RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. COMPLIANCE WITH GOVERNMENT REGULATIONS.

- 9.1 Sub-recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference. Without limiting the generality of the foregoing, Sub-recipient expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 9.2 Sub-recipient shall comply with the Assurance of Compliance with Title VI of the Civil Rights Act of 1964, Department of Transportation, attached hereto as Exhibit D.

- 9.3 Sub-recipient shall insert the following notification in all solicitations for bids for work or material subject to the Title 49, Code of Federal Regulations and, in adapted form, in all proposals for negotiated agreements related to this Agreement.

“The Sub-recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.”

10. CONTRIBUTION.

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which the State is jointly liable with Sub-recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Sub-recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of Sub-recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of Sub-recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3 With respect to a Third Party Claim for which Sub-recipient is jointly liable with the State (or would be if joined in the Third Party Claim), Sub-recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of Sub-recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Sub-recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Sub-recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 10.4 Notwithstanding any other provision of this section 10, Sub-recipient, as the recipient of grant funds, pursuant to this agreement with the State of Oregon, shall assume sole liability for Sub-recipient's breach of the conditions of the grant, and shall, upon Sub-recipient's breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay grantor.

11. REMEDIES.

In the event that Sub-recipient violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

12. INSURANCE REQUIREMENTS.

- 12.1 The parties acknowledge and agree Sub-recipient is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.
- 12.2 Sub-recipient shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. With the exception of obligation set forth in section 10.4, Sub-recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Sub-recipient's insurance policy referred to in this paragraph, Sub-recipient, as applicable, shall immediately notify OSFM verbally and in writing. Sub-recipient's coverage limits shall not be less than \$2,000,000 for any single claimant and \$4,000,000 for multiple claimants.
- 12.3 All employers, including Sub-recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.
- 12.4 If Sub-recipient uses a subcontractor to perform the Project, or portions thereof, the subcontractor shall meet the Subcontractor Insurance Requirements set forth on Exhibit E attached hereto.

13. THIRD PARTY BENEFICIARY.

OSFM and Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce the 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 or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which are beyond the parties' reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this Agreement.

15. ENTIRE AGREEMENT/WAIVER/MERGER.

This Agreement and attached exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective

only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

16. AMENDMENTS.

This Agreement may be amended by mutual agreement of the parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

17. RECORDS MAINTENANCE; ACCESS.

Sub-recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. If Sub-recipient expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Sub-recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to OSFM within 30 days of completion. If Sub-recipient expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Sub-recipient is exempt from federal audit requirements for that year. In addition, Sub-recipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Sub-recipient's performance. Sub-recipient acknowledges and agrees that OSFM and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Name of Other Party that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Sub-recipient shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

18. 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 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 the Agreement did not contain the particular term or provision held to be invalid.

19. COUNTERPARTS.

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

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO SIGN AND BIND THEIR RESPECTIVE AGENCIES, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

<p>UMATILLA COUNTY BOARD OF COMMISSIONERS</p>  _____ John M. Shafer Umatilla County Commissioner	<p>DATE: <u>8-3-22</u></p>
<p>UMATILLA COUNTY EMERGENCY MANAGEMENT</p>  _____ Thomas Roberts County Emergency Manager	<p>DATE: <u>8-3-22</u></p>
<p>OREGON OFFICE OF STATE FIRE MARSHAL:</p>  _____ Mariana Ruiz-Temple State Fire Marshal	<p>DATE: <u>8/8/2022</u></p>

Activity Description

Crisis Communication Workshop (Training / Exercise)

Budget Breakdown

The budget breakdown includes bringing in instructors with international subject matter expertise. Countries of origin include Japan, Australia, New Zealand, United Kingdom, and the Continental US.

Travel / per-diem –

SPEAKER HOME	FLIGHTS [RT PDX]	GROUND [RT PDX]	GSA LODGING > \$96/DAY	GSA MEALS > \$59/DAY	ESTIMATE	#DAYS
PERTH AUSTRALIA	2,800.00	650.00	480.00	295.00	4,225.00	5
LONDON UK	2,000.00	650.00	480.00	295.00	3,425.00	5
BRISBANE AUSTRALIA	2,000.00	650.00	480.00	295.00	3,425.00	5
WELLINGTON NEW ZEALAND	2,000.00	650.00	480.00	295.00	3,425.00	5
SANDA CITY JAPAN	2,400.00	650.00	480.00	295.00	3,825.00	5
DOMESTIC east region	600.00	415.00	384.00	236.00	1,635.00	4
DOMESTIC west region	600.00	415.00	288.00	177.00	1,480.00	3

Facility Rental – 2,500

Miscellaneous instructor and student material costs – 2,100

Student per-diem costs – None

Student registration – None

Total estimated cost 26,040

New / Revised Allocations

Reallocating Umatilla LEPC Commodity Flow Study at 26,040

Total reallocated- 26,040.

Revised Contractual Reallocation Amount (Year 2)

Previous Contractual Allocation = \$295,583

Revised Contractual Allocation = \$295,583

How does it further the organization's program mission?

Communications during a major HazMat release plays a key role in coordination of efforts to mitigate the release and inform and protect the public. This two-day course closely examines the role of information in a HazMat emergency and the place of information in the command and response

EXHIBIT A

STATEMENT OF WORK

The purpose of the Project is *to coordinate and conduct a two-day Crisis Communication Workshop.*

THE PROJECT

NOTE: The project description is paginated with an “A” preceding the page number. The following page numbers constitute Exhibit A, Project Description: A-1 – A-3.

structure, in supporting questions from media and the public and to ultimately use information communication to protect the public. The course identifies the differences in communications such as between strategic and tactical, the advantages of collaborative communication and different approaches to building an understanding of Emergency Communications Plans, Roles and How to Develop Effective Strategies.

The second day of the workshop includes an in-depth tabletop exercise to test the knowledge and understanding of the training and to reinforce its use.

Instructional topics / agenda

- The Role of Information in HazMat Emergency, Disaster, and Crisis
- The Place of Information in the Command and Response Structure
- The Difference Between Strategic and Tactical Information
- Collaborative Communication: Working with Other Agencies and Their Information Teams
- Building Understanding of and Approaches
- Credibility and Leadership in Crisis
- Messaging in HazMat Emergency– providing tailored messaging
- The Stories We Tell - working with communities before, during and after a HazMat disaster
- Speaking Brilliantly - spokesperson performance training
- Understanding the Media
- Understanding How Society Responds and Connects Through Social Media
- Simple Methods to Develop Effective Communication Strategies and Ensure Consistency
- The Difference Between a HazMat Emergency, a Disaster and a Crisis
- Crisis Management Techniques and Case Studies
- Panel Discussion and Debrief

Does the activity replace an item included in the approved application?

Yes

If yes, what activity is being replaced and why?

The activity to be replaced is a Commodity Flow Study for the Umatilla Planning District previously approved for year-2 funding.

For almost two years the Umatilla LEPC has endeavored to find and hire a contractor to perform a Commodity Flow Study of their Planning District. In all instances the LEPC has been unable to find a contractor with verifiable experience, expertise, and qualifications adequate to satisfy the identified requirements. This crisis communication workshop project came up during committee discussions and it was decided the project would be of great benefit to local representatives and could be provided to additional LEPCs throughout the state, increasing the benefit of the project to many more individuals.

Grant Number

693JK31940034HMEP

DUNS Number

0558229690000 (Umatilla County Sheriff's Office)

Amount

26,040

To Be Trained

Minimum - 120

Soft Match

Minimum soft match required = 6,510

Volunteer Oregon Fire Fighter pay rate – 15.

15. x 120 participants x 16 hr. = 28,800

Note: With such a wide variety of participants anticipated to attend, identifying individual rates of pay is not achievable. Volunteer FF rate of pay is a minimum and guarantees achievement of soft match.

EXHIBIT B

HMEP TERMS AND CONDITIONS

**(aka Pipeline and Hazardous Materials Safety Administration
“Hazardous Materials Emergency Preparedness Grant Program,
Terms and Conditions”)**

**NOTE: The Hazardous Materials Emergency Preparedness Grant Program Terms and Conditions is paginated with an “B” preceding the page number. The following page numbers constitute Exhibit B, Hazardous Materials Emergency Preparedness Grant Program Terms and Conditions:
B-1 – B-17**

**Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Grants**

**Grant and Cooperative Agreement
Terms and Conditions**

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1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient’s responsibility to follow their agency’s policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. Compliance with Award Terms and Conditions

Submission of a signed Request for Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

[2 CFR 200](#) is incorporated by reference into this award

6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy
The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and [2 CFR 200.450](#)– “Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

[49 CFR 20](#) is incorporated by reference into this award.

7. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

[49 CFR 21](#) is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

8. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an

entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

2 CFR 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debar a sub-awardee.

9. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

10. eInvoicing (PHMSA June 2018)

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

a) Recipients’ Requirements:

Recipients must:

- i. have internet access to register and submit payment requests through the Delphi eInvoicing system, <https://einvoice.esc.gov/>.
- ii. submit payment requests electronically, and receive payment electronically.

b) System User Requirements:

- i. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:

DOT Enterprise Services Center
MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website

(<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

11. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of “Request for Advance or Reimbursement” (Standard Form SF-270).

- a) Method of payment
 - i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
 - ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
 - i) Accept payment by check or some other mutually agreeable method of payment; or
 - ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

- b) Recipient’s EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>

- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

- d) Suspension of payment. If the Recipient’s EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

- f) Liability for uncompleted or erroneous transfers.
 - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient’s EFT information incorrectly, the Government remains responsible for –
 - i) Making a correct payment;
 - ii) Paying any prompt payment penalty due; and

- iii) Recovering any erroneously directed funds.
- ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

12. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

- a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project.
- b) Recipient must deposit and maintain advance payments in insured accounts whenever

possible unless the recipient receives less than \$120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances. \$250 for awards issued prior to December 26, 2014.

- c) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
- d) Recipient must remain in compliance with the terms and conditions of their award.
- e) Recipient is not indebted to the United States Government.
- f) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
- g) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

13. Advance Payment Process

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

- a) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
- b) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
- c) PHMSA will check for all of the following criteria:
 - i. Your award balance is sufficient to meet the advance amount requested.
 - ii. Evaluations will be based on cash payments and not on accrued liabilities.
 - iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
 - iv. The request is for allowable expenditures.

14. Adherence to Original Project Objectives and Budget Estimates

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Agreement Officer or delegate.*

- b) The Recipient must submit any proposed change, that requires PHMSA’s written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

15. Prior Approvals

- a) The following expenditures require the Agreement Officer’s advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Recipient’s proposal.
 - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

16. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
 - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

17. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

18. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) *Assistance Awards*. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

19. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with [2.CFR 200.315](#) - "Intangible Property."

20. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

21. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the PAO may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

22. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:
 DOT Inspector General Hotline
 1200 New Jersey Ave SE
 West Bldg 7th Floor
 Washington, DC 20590
 Email: hotline@oig.dot.gov
 Web: <http://www.oig.dot.gov/Hotline>

23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)

a) *Definitions*. As used in this provision:

"Executive" means an officer or any other employee in a management position.

"First-tier sub-award" means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Awardee's preceding fiscal year and includes the following:

i) Salary and bonus.

- ii) Awards of stock, stock options, and stock appreciation rights.

- iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v) Above-market earnings on deferred compensation which is not tax-qualified.

- vi) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b) ***System for Award Management (SAM)***. As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

- c) ***Notification to Sub-Awardees***. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

- d) ***Reporting of First-Tier Sub-Awards***. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsrs.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsrs.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
 - i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
 - ii) Name of the sub-awardee.
 - iii) Amount of the sub-award.
 - iv) Date of the sub-award.
 - v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
 - vi) Sub-award number (assigned by the Awardee).
 - vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
 - viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
 - ix) The prime award number (assigned by PHMSA)
 - x) Awarding agency name. (PHMSA)
 - xi) Funding agency name. (PHMSA)
 - xii) Government awarding office code. (56)
 - xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

- xiv) The applicable North American Industry Classification System (NAICS) code.
- e) **Reporting Executive Compensation of Awardee.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
 - ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- f) **Reporting Executive Compensation of Sub-Awardees.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.ftrs.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/exccomp.htm>.)

24. 811, Call Before You Dig Program (PHMSA June 2014)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at www.phmsa.dot.gov.

25. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

26. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:

- i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
- ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
- iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
- iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
- v) Providing or arranging housing that fails to meet the host country housing and safety standards.

27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

28. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

29. Reporting

- a) *Mid-year Federal Financial Report (FFR) (SF-425)* – The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The mid-year FFR is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.
- b) *Mid-Year Performance Report* – The mid-year performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The mid-year performance report is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.
- c) *End of year financial report* – The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.
- d) *End of year performance report* – The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date.

30. American Materials Required (PHMSA August 2017)

If articles, materials or supplies are required: Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States

substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable.

This requirement does not apply:

- 1) to articles, materials, or supplies for use outside the United States;
- 2) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- 3) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

(End of provision)

EXHIBIT C
REQUEST FOR REIMBURSEMENT (RFR)

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT REQUEST FOR REIMBURSEMENT

Agency: _____

Address: _____

Contact: _____

Phone: _____ Email: _____

Fed. Tax ID #: _____ SRA #: _____

Project Title: _____

Period Covering: _____

Budget Category	Expenses Paid This Period	Cumulative Expenses to Date	Project Budget
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other:	\$	\$	\$
Other:	\$	\$	\$
Total Expenditures	\$	\$	\$
	\$	\$	\$
Grant Funds Requested	\$	\$	\$

Prepared by: _____ Title: _____

Signature of Authorized Signer: _____ Title: _____

**Note: Please refer to the budget submitted in the original grant application.
 All expenditures must have adequate supporting documentation.**

EXHIBIT D

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 DEPARTMENT OF TRANSPORTATION

During the performance of this Agreement, the Sub-recipient, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:**
The Sub-recipient shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:**
The Sub-recipient, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Sub-recipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix D of the Regulations.
3. **Solicitation for contractors, including procurements of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the Sub-recipient for work to be performed under a contract, including procurements of materials or leases of equipment, each potential contractor or supplier shall be notified by the Sub-recipient of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:**
The Sub-recipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Oregon or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Sub-recipient is in the exclusive possession of another who fails or refuses to furnish this information the Sub-recipient shall so certify to the State of Oregon or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:**
In the event of the Sub-recipient's noncompliance with nondiscrimination provisions of this Agreement, the State of Oregon shall impose sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including but not limited to:
 - (a) Withholding of payments to the Sub-recipient under the Agreement until the Sub-recipient complies; and/or,
 - (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:**
The Sub-recipient shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Sub-recipient shall take such action with respect to any contract or procurements as the State of Oregon or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a contract or supplier as a result of such direction, the Sub-recipient may request the State of Oregon to enter into such litigation to protect the interests of the State of Oregon, and in addition, the Sub-recipient may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E

SUBCONTRACTOR INSURANCE REQUIREMENTS.

General.

Sub-recipient shall require its first tier contractor(s) 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 the contractors perform under contracts between Sub-recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Sub-recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Sub-recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Sub-recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Sub-recipient permit a contractor to work under a Subcontract when Sub-recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Sub-recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Types and Amounts.

1. **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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

2. PROFESSIONAL LIABILITY. Not required.

3. COMMERCIAL GENERAL LIABILITY.

Required **Not required**

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

4. AUTOMOBILE LIABILITY INSURANCE.

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

5. **POLLUTION LIABILITY.** Not required by OSFM.
6. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
7. **"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 Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Sub-recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
8. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Sub-recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
9. **CERTIFICATE(S) OF INSURANCE.** Sub-recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. 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.

APPENDIX I**Information required by 2 CFR § 200.331(a)(1)****Federal Award Identification:**

- (i) Sub-recipient name (which must match registered name in DUNS): Umatilla County Emergency Management
- (ii) Sub-recipient's DUNS number: 0558229690000
- (iii) Federal Award Identification Number (FAIN): 693JK31940034HMEP
- (iv) Federal Award Date: 9/18/2019
- (v) Sub-award Period of Performance Start and End Date: From June 30, 2022 to June 30, 2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$26,040.00
- (vii) Total Amount of Federal Funds Obligated to the Sub-recipient by the pass-through entity including this Agreement: \$26,040.00
- (viii) Total Amount of Federal Award committed to the Sub-recipient by the pass-through entity: \$26,040.00
- (ix) Federal award project description: Crisis Communication Workshop
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: USDOT – Pipeline and Hazardous Material Safety Administration
 - (b) Name of pass-through entity: Oregon State Police, Office of State Fire Marshal
 - (c) Contact information for awarding official of the pass-through entity: terry.wolfe@osp.oregon.gov
- (xi) CFDA Number and Name: 20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants
Amount: 306,625
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 9.5%