



AGENDA: REGULAR SESSION

WEDNESDAY, JUNE 7, 2023

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:12532158782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

PUBLIC COMMENT: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.

DEPARTMENTS: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: AOC Public Surplus Program ; MMCAP Infuse Application and Facility Agreement ; Annual Burn Ban ; AOC Dues Formula Survey (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 5.17.2023 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
Times are Approximate	
9:30 a.m.	Recess to District Meetings
9:50 a.m.	Wasco County Budget Hearing – Mike Middleton
10:00 a.m.	Emergency Management Grant Closeout Updates Hazard Mitigation Grant Amendment Community Wildfire Risk Reduction Grant Grant Application } – Sheridan McClellan
10:20 a.m.	Executive Session – Pursuant to ORS 192.660 (2)(e) Real Property Transactions & ORS 192.660(2)(n) Security Programs
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION

JUNE 7, 2023

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Steve Kramer, Chair (remote)
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. and turned the meeting over to Vice-Chair Hege who asked the attendees to join him in the Pledge of Allegiance. He opened the floor to public comment; there was none.

Discussion Item – AOC Public Surplus Program

Public Works Director Arthur Smith reviewed memo included in the Board Packet saying that this program started in the late 1990s and is used in many other states. He said that if we register to use the program we will be assigned a representative to help with sales and purchases. He explained that the buyer pays a premium which is where the company makes their money. He stated that he has been using the demonstration version and thinks it will be very useful. He added that the Sheriff's Office also thinks they will be able to use it successfully. He said that he is seeking the Board's approval for Wasco County to become a registered user.

Commissioner Brady asked if we can still use other vendors or methods to sell surplus items. Mr. Smith replied that we can; this is just another tool. This was negotiated through the Association of Oregon Counties Board.

Commissioner Brady asked if AOC will also benefit from the program. Mr. Smith said that he believes they will; this is an effort to keep membership dues down. Chair Kramer confirmed, saying that this is a revenue boost for AOC. He said he fully supports the program and is pleased that Mr. Smith is bringing it forward.

*****The Board was in consensus to move forward with the AOC Public Surplus Program.*****

Discussion Item – MMCAP Application & Agreement

Prevention Coordinator Debby Jones explained this is an agreement that allows us to purchase NARCAN at a reduced rate through the State system. The state has already contracted with this organization which opens the door for us to take advantage of the reduced rates.

Commissioner Brady said this is an important medication that saves lives in an environment of tragic overdose deaths. He stated that he fully supports the agreement. Chair Kramer agreed, saying he appreciates Ms. Jones' work on the opioid issue.

{{{Commissioner Brady moved to approve the Minnesota Multistate Contracting Alliance for Pharmacy Membership Application and Facility Agreement between the State of Minnesota and Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Chair Kramer noted that Ms. Jones has agreed to talk with AOC's Health and Human Services Committee this Friday regarding how the opioid settlement is manifesting in our rural community.

Discussion Item – Annual Burn Ban

Ms. Clark reviewed the memo included in the Board Packet, explaining that the decision as to when to enforce a burn ban is a collaborative one made among the Department of Forestry and local fire districts. This is the earliest a burn ban has been enforced in recent history.

Vice-Chair Hege commented that if folks need to do a burn they have little time to do so and should exercise caution.

{{{Chair Kramer moved to approve Order 23-046 declaring a ban on residential burning in Wasco County effective at 12:01 a.m. on June 11, 2023. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – AOC Dues Formula Survey

Chair Kramer said this survey was generated by AOC and is due today. Some discussion ensued as to who should complete the survey. It was determined that the Board would work through the survey at the end of the session.

Consent Agenda – 5.17.2023 Regular Session Minutes

{{{Commissioner Brady moved to approve the Consent Agenda. Chair Kramer seconded the motion which passed unanimously.}}}

Commission Call

Vice-Chair Hege reported that he is now Chair of the NORCOR Board. The previous board had worked to define the management of NORCOR going forward. In years past, NORCOR had a Jail Administrator. When the last Administrator left, they switched to a model that had operation managers for each side of the facility, juvenile and adult. There will now be managers for each side of the facility with a business manager hired to oversee daily operations of the facility as a whole.

Vice-Chair Hege went on to say that they have 7 applicants and they are processing those applications to determine who to move forward for interviews with the Board. He said the Business Manager will be an important part of the organization. One area that needs shoring up is Human Resources; the Business Manager can help strengthen that department. Our Juvenile Services Director and Sherman County Sheriff have been overseeing operations for the juvenile and adult sides respectively; they will transition the Business Manager into their position and then will drop off of the payroll.

Agenda Item – Recess to District Meetings

At 9:30 Vice-Chair Hege recessed from the Regular Session to open meetings for the Wasco County 4H & Extension Service District and the Wasco County Library Service District.

The Regular Session resumed at 9:43 a.m.

Mr. Stone reported that he and Vice-Chair Hege recently attended a regional broadband listening/Q&A session regarding the distribution of broadband funding. He said work has been done on the maps that reflect who is not served and underserved. If a citizen is listed as served but believes they are not served or are underserved, they will have to file a challenge. We are asking if there is a way for the County to file as a block. He explained that the not served/underserved population is pretty much everyone outside of the City of The Dalles. He explained that the current criteria is wired service, not wireless service – but that has not been fully defined.

Vice-Chair Hege added that we want to be able to apply on behalf of all those residents who are erroneously listed as served. Mr. Stone said that ISPs can also challenge.

Commissioner Brady asked what the timeline is. Vice-Chair Hege said he thinks it will be a decade, but in the next 3-5 years, we will see progress. Mr. Stone said he thinks it could be even sooner than that.

Agenda Item – Wasco County Budget Hearing

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At 9:52 a.m. Vice-Chair Hege opened a Public Hearing to consider the 2023/2024 Wasco County Budget. He explained that process and asked staff to provide a report.

Finance Director Mike Middleton reviewed the memo included in the Board Packet. He said that he is proposing a change to the budget as outlined in the staff memo. The change will not change the total appropriations or revenue, just the details and the fund/department breakdown.

Vice-Chair Hege asked if any written testimony has been submitted. Ms. Clark replied that there has not.

Commissioner Brady thanked Mr. Middleton for all the information. He asked if Public Works can provide service to the local roads of public access. Mr. Smith replied that the budget will provide the resources but he does not have the material or staff to do the work.

Vice-Chair Hege said that he and Mr. Smith are working on that and will come to the Board in the future with a plan. He said the biggest pieces left to address are the equipment and labor.

Commissioner Brady commented that he found the budget process to be impressive and efficient. He said he appreciates the change and understands that there is still a lot of work to be done before Public Works will be able to start on the project.

{{{Chair Kramer moved to change the FY24 Approved Budget by decreasing Public Works Fund Resources and Requirements by \$1,055,486 and increasing Unmaintained County Road Fund Resources and Requirements by \$1,055,486. Commissioner Brady seconded the motion which passed unanimously.}}}

{{{Chair Kramer moved to adopt resolution #23-006 adopting the 2023-2024 fiscal year budget for Wasco County with a total appropriation of \$94,384,071 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation. Commissioner Brady seconded the motion which passed unanimously.}}}

Vice-Chair Hege closed the hearing at 10:00 a.m.

Agenda Item – Emergency Management

GRANT CLOSEOUT UPDATES

Emergency Manager Sheridan McClellan reviewed the memos included in the

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Board Packet regarding Homeland Security Grants 21-267 and 21-273.

Commissioner Brady asked if this will put us on the same radio frequency as ODOT. Mr. McClellan replied affirmatively saying that OSP is also on that frequency. He said that the old network will be maintained as a backup and the dual band units being purchased will be able to access both.

Commissioner Brady asked if the new radios will be mobile or stationary and if coverage will improve. Mr. McClellan responded that there will be both mobile and stationary units; the digital network will offer much better coverage.

HAZARD MITIGATION GRANT AMENDMENT

Mr. McClellan explained that the project costs exceeded the original grant. Since additional monies are available through the Hazard Mitigation Grant Program, the State is amending the agreement to increase funding.

{{{Commissioner Brady moved to approve Amendment 1 to HMGP-DR-4562-31-R Agreement to increase project cost and grant funds. Chair Kramer seconded the motion which passed unanimously.}}}

COMMUNITY WILDFIRE RISK REDUCTION GRANT

Mr. McClellan reviewed the memos included in the Board Packet outlining the grant program and his intended application of the awarded funding. He explained that we had applied for both road improvements at the fairgrounds and brush removal at Public Works and the county property located at the west end of The Dalles, also known as the 154. We were awarded funding for only the brush removal.

Commissioner Brady asked how the work will be accomplished. Facilities Manager Robert Hughes said they are working with tree contractors and the Fire District which has a program for brush removal. It is a decent sized project but will provide a fire break at both locations.

{{{Chair Kramer moved to approve the Community Wildfire Risk Reduction Program Grant number 2023CWRR-105 between the State of Oregon and Wasco County for wildfire fuel reduction. Commissioner Brady seconded the motion which passed unanimously.}}}

GRANT APPLICATION

Mr. McClellan reviewed the memo included in the Board Packet outlining the grant opportunity through Homeland Security which will provide funding for the dual band radios. He said he will reach out to rural fire departments for reutilization of the single band radios.

*****The Board was in consensus for the Emergency Manager to move forward with a grant application to the State Homeland Security Program.*****

Mr. McClellan explained that next week the Burlington Northern Santé Fe Railway will be conducting an emergency response training exercise in The Dalles. He encouraged the Commissioners to attend as observers and to make it known to the organizers that local stakeholders, including County government, should be included in any response to local emergencies.

Mr. Stone stated that he wanted to recognize and applaud Mr. McClellan's extraordinary efforts in successfully applying for grants to fund important projects throughout the County.

Commission Call

Commissioner Brady said he continues to follow the FEMA process for evaluating floodplains and expecting counties to impose more stringent rules. He said he is concerned about enforcement which could add to the cost of flood insurance or suspend it altogether. He said he will continue his research.

Commissioner Brady reported that at the Eastern Oregon meeting there was discussion about the BLM's multiple uses which include resources, agriculture and recreation. They are proposing to add a fourth category for conservation leases which could be purchased for such things as wildlife corridors or mitigation efforts. He said he thinking about exploring that to discover the costs and benefits

Commissioner Brady stated that the Friends of the Gorge Land Trust continues to work on a parking area for the trail that runs near the Discovery Center. He also noted that Rodger Nichols term on the Columbia River Gorge Commission will expire soon; we are working through the process of a replacement. Mr. Stone said it is being managed in the same way all county appointments are managed.

Chair Kramer announced that the Wamic Fire District has received two staffing grants for a paid firefighter and a prevention officer. John Goldman will step into the firefighter position and Chief Magill will take on the role of prevention officer.

Vice-Chair Hege said he has been working with Facilities on the 154 to get the overgrown grass mowed. He said he thinks the mowing is complete for now and has provided a fire break.

Vice-Chair Hege opened the floor to public comment; there was none.

Executive Session

At 10:26 a.m. Vice-Chair Hege opened an Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(n) Security Programs. He explained the process and instructed the media to not report on anything discussed during Executive Session other than the topics of the session as previously announced. He further instructed the media to not record the Executive Session.

The Regular Session resumed at 11:19 a.m.

Vice-Chair Hege said that one of the items discussed in Executive Session was a property transaction. He asked Mr. Stone to provide some background.

Mr. Stone said that for the last several years we have had a team working on space needs for both the short and long term. The County purchased the Harding House to help ease the strain of expanding staff with nowhere to go; the team has continued to look at solutions for expansion. We have moved the commissioners 3 times to accommodate staff needs. We want to also prepare for the future and identify a long term solution. Some of the ideas considered have been the construction of a justice center, building new offices and looking for existing available space. The team evaluated those options and has identified the path forward is to purchase existing office space which is the cheapest route to go compared to building new. There is really only one space in the city that meets that need, which is the GOHBI building on 3rd street. The building is 38,000 square feet. It does have tenants - an attorney, Social Security and an insurance company. It is the old Columbia River Bank corporate building. In looking at our space needs, this will allow us to consolidate our administrative functions under one roof, whereas now we have many separate spaces. It will place all of our administrative departments - Clerk, Planning, Tax and Assessment, Building Codes, etc. at one location. The courthouse would then become more of a justice related facility. The Sheriff's Office can expand and include Community Corrections. This will provide better access for citizens and provide centralized services. He said the team is recommending purchase.

County Assessor/Tax Collector Jill Amery said that she has been on the team for years evaluating long-term space needs. This will create better work flow and an improved citizen experience. Currently, even processing a plat is very cumbersome for citizens who have to go to multiple locations to complete the process. It will also benefit departments in that it will support collaboration and efficiency. She said it is the only opportunity that exists in town and is affordable.

Commissioner Brady asked what the GOHBI position is. Mr. Stone replied that they are favorable and will be bringing it to their Board tomorrow.

Vice-Chair Hege asked if we have an agreement. Mr. Stone said that we do have an agreement should the Board of Commissioners want to move forward.

County Counsel Kristen Campbell said that if the Commissioners decide to move forward the motion would be to approve the purchase not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in aligning any necessary documents pending legal review.

{{Commissioner Brady moved to approve the purchase of the GOHBI building not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in signing any necessary documents pending legal review. Chair Kramer seconded the motion which passed unanimously.}}

Chair Kramer thanked the team for their work on this process; our communities are growing and we need to grow with them.

Vice-Chair Hege commented that there is still a lot of work to be done and he hopes to see progress soon.

Commissioner Brady observed that the courthouse is a grand building and will still serve citizens, but it will be wonderful to have a central location.

Discussion Item – AOC Dues Formula Survey

The Board worked through the answers to the AOC Survey which will be submitted to AOC today and is attached to these minutes.

Vice-Chair Hege adjourned the meeting at 12:08 p.m.

Summary of Actions

MOTIONS

- **To approve the Minnesota Multistate Contracting Alliance for Pharmacy Membership Application and Facility Agreement between the State of Minnesota and Wasco County.**
- **To approve Order 23-046 declaring a ban on residential burning in Wasco County effective at 12:01 a.m. on June 11, 2023**
- **To approve the Consent Agenda – 5.17.2023 Regular Session Minutes**
- **To change the FY24 Approved Budget by decreasing Public Works Fund Resources and Requirements by \$1,055,486 and increasing Unmaintained County Road Fund Resources and Requirements by \$1,055,486.**
- **To adopt resolution #23-006 adopting the 2023-2024 fiscal year budget for Wasco County with a total appropriation of \$94,384,071**

and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation

- **To approve Amendment 1 to HMGP-DR-4562-31-R Agreement to increase project cost and grant funds.**
- **To approve the Community Wildfire Risk Reduction Program Grant number 2023CWRR-105 between the State of Oregon and Wasco County for wildfire fuel reduction.**
- **To approve the purchase of the GOHBI building not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in aligning any necessary documents pending legal review.**

CONSENSUS

- **To move forward with the AOC Public Surplus Program.**
- **For the Emergency Manager to move forward with a grant application to the State Homeland Security Program.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



DISCUSSION LIST

[AOC PUBLIC SURPLUS PROGRAM](#) – Arthur Smith

[MMCAP INFUSE APPLICATION & FACILITY AGREEMENT](#) – Debby Jones

[ANNUAL BURN BAN](#)– Kathy Clark

[AOC DUES FORMULA SURVEY](#)



DISCUSSION ITEM

AOC Public Surplus Program

[STAFF MEMO](#)

[BUYER/SELLER AGREEMENTS](#)



MEMORANDUM

SUBJECT: Public Surplus – AOC Program

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH, PUBLIC WORKS DIRECTOR

DATE: 6/7/2023

Back in April, the AOC board of directors authorized their executive director to sign a partnership agreement with [Public Surplus](#). Public Surplus is a government surplus online auction system designed for the sale and purchase of counties' surplus items. Public Surplus began in 1999 in Utah and has branched out to many other states since then, including Idaho, California, and Washington. Public Surplus works exclusively with government agencies and they have over 6,000 agreements in place nationwide with counties, cities, school districts, fire districts, and water districts.

The program is designed solely around helping government agencies with their auctions. They seem to have a strong customer service team in place. They have a local support representative assigned to your account. The rep will provide training on the site, answer questions, and help members set up their auctions. They have a buyer's team in place to answer any questions from the outside buyers - navigating the site, placing bids, etc. So the county does not need to have staff available to answer those queries. And, they have a marketing team available to help with higher value surplus, typically over \$5,000.

Public Surplus is completely free to use. There is no registration fee, no listing fees, and no annual dues. They make their money through a fee passed onto the buyer – a buyer's premium. This is a percentage the buyer pays on top of the auction sale price. That premium is 10%.

I have included the Public Surplus Seller Agreement and the Agreement for Payment Processing with this memo. Users are required to acknowledge and accept both agreements, so I assume legal review would be needed.

Whenever a county uses Public Surplus to auction off surplus items, 10% of the revenue that Public Surplus would make from that auction is donated back to AOC. This revenue is then used to offset membership dues.

I am asking the BOC to authorize Wasco County to register for the Public Surplus program through AOC, pending legal review, to allow departments the option to purchase and sell surplus items using the Public Surplus program.

Thank you,

Arthur Smith
Public Works Director

Public Surplus Seller Agreement

Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**", "**We**" "**Us**"), provides online bid boards, auctions and stores and facilitates other online transactions on www.publicsurplus.com and other websites (collectively, the "**Site**") for governmental bodies and others ("**Sellers**" or "**You**") to sell surplus goods and other property and assets to buyers of all types ("**Buyers**"). As a condition to accessing and using the Site and receiving the benefit of Public Surplus' services provided through the Site and otherwise (the "**Services**"), Public Surplus requires that You review and accept this Seller Agreement (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH PUBLIC SURPLUS. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING OUR SITE AND USING OUR SERVICES

1.1. Eligibility. You may only use our Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

1.2. Seller Affirmations in Connection with Offers and Sales.. In using our Site and Services, You agree as follows:

- (a) No contingency to Your sales offer exists other than those stated in the listing at the time of sale.
- (b) You will be responsible for delivering property sold using Your username and password.
- (c) You are fully capable of transferring title to the property offered for sale in a timely manner.
- (d) You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- (e) You are dealing in good faith and are not attempting to defraud, cheat, or wrong Public Surplus or any Buyer.

1.3. Accuracy and Nature of Your Information. You are solely responsible for all information You provide to Us or other users on our Site ("Your Information"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through our Site.

1.4. Fees. Public Surplus charges no fees for You to register to list property for sale on the Site. However, You will owe a transaction fee for each sale through the Site. Other fees may apply for other Services as shown on the Site. Our fees may change from time to time. You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. If Your payment method fails or Your account is past due, We may collect fees owed using other collection mechanisms.

1.5. You agree not to attempt any action that may disrupt our Site or our Services. Among other things, You agree that (i) Your Information and all other input on our Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use our Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of our Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce our web pages or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

1.6. User Password. During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify Public Surplus immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

1.7. Obligation to Ensure Compliance with this Agreement. You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms, and provisions of this Agreement, including but not limited to the covenants contained in sections 1.5 and 7.8 of this Agreement. You acknowledge that You will be responsible and liable for any damages, claims, liabilities, and expenses of any kind suffered by Public Surplus or any of Our affiliated companies arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

1.8. Consent to E-Mail Correspondence from Public Surplus. You hereby agree that We may send future correspondence to You via electronic mail ("e-mail") that notifies You of sales opportunities or other matters that We believe may interest You. Any e-

mail correspondence to You (i) will be clearly and conspicuously identified as sent by Public Surplus; and (ii) will clearly and conspicuously display a functioning return e-mail address to enable You to reply to Public Surplus.

1.9. Electronic Signature. You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on our Site, in the terms and conditions section of the Site, or any other section where they may appear.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on our Site or otherwise accessing our Site and Services in any way, You represent, warrant and agree to the following:

2.1. Shipment. At the close of an auction in which You have a winning bidder, You agree to make the property immediately available for pickup and/or shipment.

2.2. Deposits. We reserve the right to require an earnest money deposit prior to or during the listing on certain items at our sole discretion. Any such deposits will be retained and applied in Public Surplus' discretion.

2.3. Legal Compliance. You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of our Site and Services and the offer and sale of property. You hereby release Us from any liability arising out of Your breach of this provision. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on our Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Payment Processing Services Under Separate Agreement with Affiliate. In the event that You elect to have Our affiliate, PayMac, Inc ("PayMac"), receive and process on Your behalf payments made by Buyers (the "Processing Services"), You agree to the provisions set forth in this Agreement and in a separate agreement with PayMac.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. You will not hold Public Surplus responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We are not a traditional auctioneer and We are not the Buyer of property sold through our Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, our Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS, AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PUBLIC SURPLUS DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PUBLIC SURPLUS DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PUBLIC SURPLUS MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PUBLIC SURPLUS MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PUBLIC SURPLUS EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. Public Surplus is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and our Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that Public Surplus is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that Public Surplus endorses the linked site. You use the links at Your own risk.

4.5. Release. If You have a dispute with a Buyer or any other Seller or user of our Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of our Site without our involvement, and We will have no liability whatsoever arising from communications made or transactions effected through our Site. If You are a California resident, You waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4.6. Indemnity. You agree to indemnify, defend and hold harmless Public Surplus from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third party.

5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use our services.

6. TERMINATION OR SUSPENSION

Public Surplus reserves the right to suspend or terminate Your access to our Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to our Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with our Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

7. MISCELLANEOUS

7.1. Changes to Site and Services. Public Surplus reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. Public Surplus cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through our Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Surplus or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Utah in connection with any dispute or claim involving Public Surplus.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of Public Surplus to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between You and Public Surplus is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, documents, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, Buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one of more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of **feedback** regarding the Site or Services ("Feedback"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title, and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. You agree not to copy, modify, distribute, or create any derivative work from such materials

without prior written consent from the owner. You will indemnify and hold Us harmless, as provided for previously in this Agreement, from any claim or demand made by a third party due to or arising out of your violation of any law or rights of a third party.

7.10. Trademarks. The Site and Public Surplus' tradenames, domain names and logos found on the Site are trademarks or service marks of Public Surplus. No display or use of such marks may be made without the express written permission of Public Surplus. All other designated trademarks or service marks are the property of their respective owners.

7.11. Assignment. This Agreement may not be assigned by You or by operation of law to any other person, persons, firms or corporations without the express written approval of Public Surplus. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by Public Surplus in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Surplus with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between You and Public Surplus, and supersedes any previous agreements, whether oral or in writing, between You and Public Surplus relating to the subject matter hereof. Public Surplus may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representative. Any oral statement or representation by any representative of Public Surplus changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Surplus unless agreed to, in writing, by Public Surplus.

7.16. Public videos are hosted on YouTube. When you upload a video for public viewing, we may upload it to YouTube. In this case, you must accept [YouTube's Terms of Service](#) as well.

PayMac, Inc.

Agreement for Payment Processing

PayMac, Inc. ("**PayMac**", "**We**" "**Us**") processes payments made by buyers of all types ("**Buyers**") for surplus goods and other property and assets sold by a governmental body or other party ("**Seller**" or "**You**") through online bid boards, auctions and stores, and other online transactions on www.publicsurplus.com and other websites (collectively, the "**Site**") operated by our affiliate, The Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**").

If elected by You, PayMac will agree to receive and process payments made by Buyers and forward to You the amounts paid, in accordance with the terms set forth below. As a condition to accessing and using the Site and receiving the benefit of the payment processing services provided through the Site and otherwise (the "**Services**"), PayMac requires that You review and accept this Agreement for Payment Processing (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING THE SITE AND USING THE SERVICES

1.1. Eligibility. You may only use the Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

1.2. Seller Agreement with Public Surplus. By using our Site and the Services, You acknowledge, agree, and confirm that You have agreed to the form of the separate Seller Agreement with Public Surplus on the Site that is required to be accepted by you upon registration upon the Site (the "**Seller Agreement**"). In the event of any inconsistency between the provisions of this Agreement and the Seller Agreement, this Agreement will govern.

1.3. Seller Affirmations in Connection with Offers and Sales. In using the Site and Services, You agree as follows:

- a. You will be responsible for delivering property sold using Your username and password.
- b. You are fully capable of transferring title to the property offered for sale in a timely manner.
- c. You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- d. You are dealing in good faith and are not attempting to defraud, cheat, or wrong PayMac or any Buyer.

1.4. Accuracy and Nature of Your Information. You are solely responsible for all information You provide to Us or other users on the Site ("**Your Information**"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through the Site.

1.5. Fees. Fees apply for the Services available through the Site. Our fees may change from time to time as specified on the Site or by written communication to You (by e-mail or otherwise). You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. You agree that the fees and any taxes due may be deducted and retained by Us from any payment amounts processed by Us. If Your payment method fails or Your account is past due, We may collect the fees and taxes owed using other collection mechanisms.

1.6. No Disruption to The Site or Services. You agree not to attempt any action that may disrupt the Site or the Services. Among other things, You agree that (i) Your Information and all other input on the Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use the Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of the Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce the Site or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on the Site infrastructure.

1.7. User Password. During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify PayMac immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

1.8. Obligation to Ensure Compliance with this Agreement. You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms and provisions of this Agreement, including but not limited to the covenants contained in sections 1.6 and 7.8 of this Agreement. You acknowledge that You will be responsible and liable for any damages, claims, liabilities, and expenses of any kind suffered by PayMac arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

1.9. Electronic Signature. You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer

Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on the Site, in the terms and conditions section of the Site, or any other section where they may appear.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on the Site or otherwise accessing the Site and Services in any way, You represent, warrant and agree to the following:

2.1. Shipment. At the close of an auction in which You have a winning bidder, You agree to make the property available for prompt pickup and/or shipment.

2.2. Deposits. Public Surplus and PayMac reserve the right to require an earnest money deposit prior to or during the listing on certain items at their sole discretion. Any such deposits will be retained and applied in their discretion.

2.3. Legal Compliance. You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of the Site and Services and the offer and sale of property. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on the Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Scope of Payment Processing Services. In the event that You elect to have Us receive and process on Your behalf payments made by Buyers, You agree to the provisions set forth in this Agreement relating thereto. You understand and agree as follows:

- a. The Services do not include risk or fraud management, dispute management, collection agency services, or electronic checks;
- b. We will not perform Services with respect to transactions prohibited by the applicable laws or by bank, financial institution, or credit card association bylaws or rules;
- c. We will not provide Services with incomplete transaction information or if transaction information cannot be confirmed;
- d. We will only perform Services for domestic credit cards; and
- e. You will not engage any other person to perform Services while we are providing them under this Agreement.

3.2 Buyer Steps & Procedures for Payment. We will receive and process payments on Your behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures (including but not limited to PCI Security Standards). Among other things, the payment for each successful bid must be made (a) to Public Surplus or PayMac, (b) by certain means (credit cards, wire transfers, etc.) specified on the Site that vary based upon the amount of the payment, (c) in a timely manner as specified on the Site, and (d) in a single payment by a single authorized means (no partial payments, multiple payments, or payment by two different means allowed).

3.3. Sales Tax Processing. If You elect, We will under the conditions specified in this Agreement, agree to receive sales tax payments made by Buyers and remit the sales tax payments to the applicable sales tax authority in the state in which You are located (the "State"). You understand and agree as follows:

- a. We will receive and remit to the State sales tax amounts paid by Buyers only if and to the extent of the amount of sales tax with respect to a particular transaction is added to the price and other payments otherwise payable by the Buyers.
- b. We rely on You to inform us of the applicable sales tax rate and to provide us with Your applicable tax identification number. You hereby authorize and direct Us to remit payment of the sales tax amounts directly to the applicable sales tax authority in the State using the tax identification number that You provide to Us.
- c. Except for remitting funds we receive as payment for sales tax to the extent such funds exceed the price and other payments due from the Buyers, We will have no responsibility or liability for ensuring that payments are received and collected as required under all applicable laws or for making payment to any governmental body or authority entitled to sales or use tax payments.
- d. We will receive and process sales tax payments on Your behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures.

3.4. Liability and Risk of Loss for Failure to Pay, Charge Backs, and Other Items. You will bear the burden and risk of any and all loss, liability, and exposure arising from any of the following circumstances: (a) a Buyer does not make a payment, (b) a charge back occurs with respect to a payment made, (c) a payment is not made in good funds, (d) a check does not clear, (e) a refund to a Buyer is made, (f) fraud, deception, misrepresentation, or any other impropriety occurs with respect to a transaction or a payment, (g) the action, inaction, refusal, or delay of any bank, financial institution, or credit card association in processing any payment transaction, (h) the assessment of any fees, fines, or penalties by a bank, financial institution, or credit card association relating to a charge back or other matter, or (i) any other cause results in payment not being credited for a transaction involving Your property. Because PayMac is merely processing payments for You, You understand that We assume no responsibility, burden, or risk of loss whatsoever for any of such circumstances. You expressly agree that We may offset the amounts arising from any such circumstances against other amounts payable by Us to You. You also agree that we may charge an extra processing fee if we make refunds relating to sales of Your property. You understand that the level of charge backs, fraud, or other circumstances may cause Us to decide to terminate rendering the Services under this Agreement.

3.5. PayMac Not A Seller, Nor A Collection Agency; No Consignment. You acknowledge and agree that PayMac does not (a) assume the role of seller of Your property, (b) make any representations or statements about Your property, (c) act as a collection agency to collect monies unpaid by Buyers, (d) take consignment of Your property, nor (e) undertake or assume any other role or

responsibility not contemplated by this Agreement. You agree that You and Your employees and representatives will not make any statements or act in any way inconsistent with PayMac's limited role under this Agreement.

3.6. PayMac Payment to You. PayMac will keep records of all amounts received in good funds on Your behalf. Except as provided in paragraph 3.7, PayMac will make payment to You monthly (unless otherwise agreed) of amounts received (net of fees, offsets, and any taxes). Unless otherwise agreed by Us, You agree that payment will only be made by Automated Clearing House (ACH) deposits to an account specified and properly maintained by You. You agree to provide promptly the authorizations needed for such ACH deposits and to be responsible and liable for any and all fees relating to such ACH deposits. You also agree to monitor the account and the deposits therein. You will bear the burden of any and all loss, liability, and risk of loss arising from any fraud, theft, mistake, or deception involving such ACH deposits, unless they arise from fraud, mistake, or deception by Us or our employees or agents.

3.7. Minimum Amount Required for Payment. PayMac will make payment to You, as set forth above, of all amounts received (net of fees, offsets, and any taxes) on Your behalf, so long as the total amount received exceeds \$100. We will not make payments to You of \$100 or less. Where any amount or amounts received on Your behalf do not exceed \$100, payment will be made to You upon receipt of additional funds that bring Your balance in excess of \$100. PayMac will own the interest on any balance held because it does not exceed \$100. However, when You close Your account with Public Surplus and Us, any remaining balance will be paid to You, regardless of the minimum balance requirements stated above.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. You will not hold PayMac responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We and Public Surplus are not traditional auctioneers and We are not the Buyer of property sold through the Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety, or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the Site, the Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PayMac DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PayMac DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PayMac MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PayMac MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PayMac EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. PayMac is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and the Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that PayMac is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that PayMac endorses the linked site. You use the links at Your own risk.

4.5. Release. If You have a dispute with a Buyer or any other Seller or user of the Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of the Site without our involvement, and We will have no liability whatsoever arising from communications made or transactions effected through the Site. If You are a California resident, You waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4.6. Indemnity. You agree to indemnify, defend and hold harmless PayMac from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third party.

5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use the Services.

6. TERMINATION OR SUSPENSION

PayMac reserves the right to suspend or terminate Your access to the Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to the Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with the Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

7. MISCELLANEOUS

7.1. Changes to Site and Services. PayMac may modify, suspend, or terminate any aspect of the Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. PayMac cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through the Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in Your registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by PayMac or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This agreement is governed by the laws of the State of Nevada without regard to any conflict of law provisions. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Nevada in connection with any dispute or claim involving PayMac.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of PayMac to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between You and PayMac is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of feedback regarding the Site or Services ("**Feedback**"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title, and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. You agree not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner. You will indemnify and hold Us harmless, as provided for previously in this Agreement, from any claim or demand made by a third party due to or arising out of your violation of any law or rights of a third party.

7.10. Trademarks. The Site and PayMac' tradenames, domain names and logos found on the Site are trademarks or service marks of PayMac. No display or use of such marks may be made without the express written permission of PayMac.

7.11. Assignment. This Agreement may not be assigned by You or by operation of law to any other person, persons, firms or corporations without the express written approval of PayMac. Any purported assignment in violation of this provision will be void. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by PayMac in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of PayMac with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between You and PayMac, and supersedes any previous agreements, whether oral or in writing, between You and PayMac relating to the subject matter hereof. PayMac may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representatives. Any oral statement or representation by any representative of PayMac changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on PayMac unless agreed to, in writing, by PayMac.



DISCUSSION ITEM

MMCAP Infuse Application and Facility Agreement

[EXTERNAL LINK TO MMCAP OVERVIEW](#)

[APPLICATION & AGREEMENT](#)

[MOTION LANGUAGE](#)

Membership Application & Facility Agreement Instructions for Completion

Thank you for your interest in becoming an MMCAP Infuse member.

New member applications generally take less than one week to process upon receipt. Once your membership has been approved and activated, you will receive a welcome letter and a copy of the fully-executed Membership Application and Facility Agreement.

Eligibility

MMCAP Infuse membership is limited to facilities that:

1. Have legal authority to contract with the State of Minnesota, and
2. The State of Minnesota has legal authority to contract with the entity. Minnesota's authority is limited by Minnesota Statutes Section 471.59, subdivision 10 to:
 - Other states
 - Agencies of other states
 - Counties
 - Cities
 - School Districts
 - Federally recognized Indian tribes
 - Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: <https://www.revisor.mn.gov/statutes/?id=16C.03>)

Application Check List

☐ Membership Application completed with each question answered

If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420 or mmcap_infuse.membership@state.mn.us.

☐ Facility Agreement signed by proper authority of the facility applying

☐ Membership Application and Facility Agreement forwarded to MMCAP Infuse for final processing, at mmcap_infuse.membership@state.mn.us

If you have any questions, please contact MMCAP Infuse at (651) 201-2420.

Membership Application and Facility Agreement

Forward the completed Membership Application and executed Facility Agreement to MMCAP Infuse for final processing, at mmcap_infuse.membership@state.mn.us

1. Facility Information:

* If this application includes multiple ship-to locations contact MMCAP Infuse Membership at 651.201.2420

Legal Name (no abbreviations or acronyms): Wasco County - YouthThink		
"Bill To" Street Address: 200 E. 4th Street		
City: The Dalles	State: OR	Zip: 97058 - 2206
"Ship To" Street Address: 202 E. 5th Street		
City: The Dalles	State: OR	Zip: 97058 - 2220
Facility Website: https://www.co.wasco.or.us/		
Primary Contact Name: Debby Jones	Title:	
Primary Contact Email: debbyj@co.wasco.or.us	Primary Contact Phone: 541-506-2673	
Second Contact Name (two contacts must be listed for facility): Molly Rogers	Title:	
Second Contact Email: mollyr@co.wasco.or.us	Second Contact Phone: 541-506-2667	

2. What type of entity is the facility? (Check one)

- | | |
|--|--|
| <input type="checkbox"/> State Government | <input type="checkbox"/> Non-government Private - non-profit |
| <input checked="" type="checkbox"/> County/Parish Government | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Municipal Government | |

3. What is the primary purpose of your facility? (Check one)

- | | |
|---|--|
| <input type="checkbox"/> Central Purchasing/Business Office | <input type="checkbox"/> Public Health |
| <input type="checkbox"/> Correctional Facility | <input checked="" type="checkbox"/> Public Safety/First Responders |
| <input type="checkbox"/> Convalescence/Nursing Facility | <input type="checkbox"/> Veterinary |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> Other: _____ |

4. Facility Identifiers

a) Health Industry Number (HIN) - if unknown, leave blank: 29CFPA100
b) Facility's State Pharmacy License Number, if applicable:
c) DEA Number, if applicable (required for controlled substances):

5. Indicate which MMCAP Infuse programs the facility intends to use (Check all that apply):

☐ Pharmacy

- ☒ Pharmaceutical Wholesaler Services
(AmerisourceBergen, Cardinal Health, or Morris & Dickson)
- ☐ Products
 - ☐ Prescription Drugs (other than vaccines)
 - ☐ Vaccines (other than influenza)
 - ☐ Over-the-Counter
 - ☐ Nutritional
 - ☐ Diabetic Supplies (meters/strips/syringes)
 - ☐ Containers and Vials
- ☐ Contract Price Auditing
- ☒ Pharmaceutical Reverse Distribution
- ☐ Pharmaceutical Repackaging

☐ Influenza Vaccine

☐ Prescription Filling/Pharmacy Services

☐ Animal Health

☐ Emergency Preparedness/Stockpiling

☒ Healthcare Products & Services

- ☒ Medical Supplies & Distribution Services
- ☐ Dental Supplies & Distribution Services
- ☐ Drug Testing Kits & Services
- ☒ Condoms

6. If anything under "Pharmacy Program" was checked please answer this question, otherwise skip.

Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP Infuse? (Please check one.)

- ☒ No
- ☐ Yes, but the facility is switching to MMCAP Infuse. Attach a signed letter on the facility's letterhead stating that it wishes to discontinue your association with its current pharmaceutical GPO and use MMCAP Infuse instead.
- ☐ Yes, and the facility will remain with its current GPO.
 Current pharmaceutical GPO Name: _____
 Products the facility currently purchases: _____

***** MMCAP Infuse will complete these two questions *****

7. Specific legal authority under which this facility may purchase goods and services from MMCAP Infuse: ORS §279A.205 + §279A.210/220 + 174.116

8. Is the facility **340B (PHS)* Eligible?**

**The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.*

- ☐ Yes ☒ No 05/18/2023 GMB ✓

9. Which best describes the facility? (Check all that apply)

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Acute Care <input type="checkbox"/> Adult Daycare <input type="checkbox"/> Ambulatory Care Pharmacy <input type="checkbox"/> Assisted Living <input type="checkbox"/> Clinic (if checked, then check all that apply) <ul style="list-style-type: none"> <input type="checkbox"/> City <input type="checkbox"/> Dental <input type="checkbox"/> Dialysis <input type="checkbox"/> Oncology infusion clinic or practice <input type="checkbox"/> Outpatient <input type="checkbox"/> Radiology services <input type="checkbox"/> State <input type="checkbox"/> Surgical <input type="checkbox"/> WIC (women, infant, children) <input type="checkbox"/> Central Purchasing/Business Office <input type="checkbox"/> Community/Public Health Nursing <input type="checkbox"/> Corrections <ul style="list-style-type: none"> <input type="checkbox"/> City Jail <input type="checkbox"/> County Jail <input type="checkbox"/> Juvenile Detention <input type="checkbox"/> State Prison <input type="checkbox"/> Dentist <input type="checkbox"/> Detoxification <input type="checkbox"/> Education <ul style="list-style-type: none"> <input type="checkbox"/> School District <input type="checkbox"/> Elementary <input type="checkbox"/> Secondary <input type="checkbox"/> Post-secondary <input checked="" type="checkbox"/> Emergency First Responders <input type="checkbox"/> Emergency Medicine & Ambulance <input type="checkbox"/> Emergency Preparedness <input type="checkbox"/> Health Service Home Health <ul style="list-style-type: none"> <input type="checkbox"/> Home health provider, non-pharmacy <input type="checkbox"/> Home infusion <input type="checkbox"/> Home medical equipment <input type="checkbox"/> Hospice <input type="checkbox"/> Hospital (if checked, then check all that apply) <ul style="list-style-type: none"> <input type="checkbox"/> Acute care <input type="checkbox"/> City/county/state dialysis <input type="checkbox"/> Long-term care <input type="checkbox"/> Oncology infusion clinic or practice <input type="checkbox"/> Outpatient <input type="checkbox"/> Radiology services <input type="checkbox"/> Surgical | <ul style="list-style-type: none"> <input type="checkbox"/> Juvenile Detention <input type="checkbox"/> Laboratory services <input type="checkbox"/> Long Term Care <input type="checkbox"/> Mail Order Pharmacy <input type="checkbox"/> Mental Health (if checked, then check all that apply) <ul style="list-style-type: none"> <input type="checkbox"/> ICF / IDD <input type="checkbox"/> Inpatient outpatient <input type="checkbox"/> Developmental disabilities <input type="checkbox"/> No Care Provided <input type="checkbox"/> Nursing Facility <ul style="list-style-type: none"> <input type="checkbox"/> Convalescences <input type="checkbox"/> Nursing home <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> Nutrition Services <input type="checkbox"/> Other (State and Local Gov't) healthcare related: <hr/> <ul style="list-style-type: none"> <input type="checkbox"/> Patient Population Served <ul style="list-style-type: none"> <input type="checkbox"/> Pediatrics <input type="checkbox"/> Adult <input type="checkbox"/> Geriatrics <input type="checkbox"/> Public Health <input type="checkbox"/> Public Safety <input type="checkbox"/> Rehabilitation (if checked, then check all that apply) <ul style="list-style-type: none"> <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> Skilled nursing facilities <input type="checkbox"/> Research/Training <input type="checkbox"/> Senior Services <input type="checkbox"/> Skilled Nursing Facilities <input type="checkbox"/> Specialty Pharmacy/Special Care <input type="checkbox"/> Student Health <input type="checkbox"/> Surgery Center <input type="checkbox"/> University (if checked, then check all that apply) <ul style="list-style-type: none"> <input type="checkbox"/> Teaching hospital <input type="checkbox"/> Training or research (clinic research centers) <input type="checkbox"/> College student health services <input type="checkbox"/> Pharmacy school <input type="checkbox"/> Urgent Care Center <input type="checkbox"/> Veterans Home – State <input type="checkbox"/> Veterinary <ul style="list-style-type: none"> <input type="checkbox"/> Veterinary medicine <input type="checkbox"/> Veterinary medicine – university dept. <input type="checkbox"/> Veterinary zoological medicine |
|---|---|



MMCAP Infuse
50 Sherburne Avenue, Suite 112, St. Paul, MN 55155
(651) 201-2420
<https://infuse-mn.gov>

Member Facility Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of MMCAP Infuse and the facility named in line one of the Membership Application.

MMCAP Infuse is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP Infuse is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member Facility desires to access MMCAP Infuse's programs to purchase products and services for the Member Facility.

1. Term of Agreement and Cancellation

This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until canceled by MMCAP Infuse or the Member Facility. This Agreement may be canceled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member Facility

The Member Facility:

- A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP Infuse to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
- B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related healthcare products and services when utilizing MMCAP Infuse contracts and programs.
- C. Should endeavor, where practical, to purchase its goods and services from MMCAP Infuse contracts.
- D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by Abbott Labs v. Portland Retail Druggists (425 U.S. 1(1976)) and Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs (460 U.S. 150 (1983))).
- E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP Infuse contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP Infuse contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP Infuse of the decision.
- F. When applicable, acknowledges that the prices made available under MMCAP Infuse's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a- 7b(b)(3)(A)) and regulations thereunder (42 C.F.R. §1001.952(h)).
- G. Must comply with the terms and conditions of the applicable MMCAP Infuse vendor contracts and usual and customary industry standards, upon making a purchase.
- H. Understands that MMCAP Infuse is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE

MEMBER FACILITY ACKNOWLEDGES THAT MMCAP INFUSE IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP INFUSE CONTRACTS.

I. Must update MMCAP Infuse regarding changes to the Member Facility information and contact person information.

J. Must promptly pay MMCAP Infuse-contracted vendors for all products or services purchased. MMCAP Infuse does not assume any responsibility for the accountability of funds expended by the member Facility.

3. MMCAP Infuse

MMCAP Infuse will:

- A. Select products or services for cooperative contracting under the programs offered.
- B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.
- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
- F. Provide information to the Member Facility regarding products and services available through the MMCAP Infuse program.
- G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP Infuse from vendors that were directly attributable to the Member Facility's purchases.

4. Administrative Fee Collected from MMCAP Infuse's Vendors

The MMCAP Infuse Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP Infuse. The fee of not more than three percent will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP Infuse office and used to pay for the administrative costs incurred in the operation of MMCAP Infuse as approved by the MMCAP Infuse Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6. Liability

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP Infuse's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

7. State Audits

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

<p>Member Facility: (Person with legal authority to bind the facility)</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>State of Minnesota, through its Commissioner of Administration on behalf of MMCAP Infuse:</p> <p>Signature: _____</p> <p>Title: <u>Chair, Wasco County Board of Commissioners</u></p> <p>Date: <u>June 7, 2023</u></p> <p>Commissioner of Administration, as delegated to the Office of State Procurement:</p> <p>Signature: _____</p> <p>Title: _____</p>
--	---

IN AN APPROVAL CAPACITY ONLY:

State Contact: I have reviewed and approve the facility's eligibility for membership in MMCAP Infuse.

By: _____

Date: _____



MOTION

SUBJECT: Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)
Membership Application and Facility Agreement

I move to approve the Minnesota Multistate Contracting Alliance for Pharmacy Membership Application and Facility Agreement between the State of Minnesota and Wasco County.



DISCUSSION ITEM

Annual Burn Ban

[STAFF MEMO](#)

[ORDER 23-046 BANNING BURNING](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Burn Ban Order

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: 6.1.2023

BACKGROUND INFORMATION:

Wasco County's burn ban coincides with the MCF&R burn ban. MCF&R coordinates with other fire agencies in Wasco County as well as those in Hood River County to determine if the date appropriate date based on prevailing conditions. We were notified on May3, 2023, that the ban will be instituted at 12:01 a.m. on June 11, 2023. The ban remains in effect until fire authorities deem it safe to lift the ban.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DECLARING A BAN ON RESIDENTIAL BURNING IN WASCO COUNTY, OREGON

ORDER #23-046

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That local fire officials have identified a need to ban all residential burning in Wasco County, Oregon until the fire danger has been reduced; and

IT FURTHER APPEARING TO THE BOARD: That fire agencies located within Wasco County have designated a complete ban on all residential burning within their jurisdiction; and

IT FURTHER APPEARING TO THE BOARD: That due to the extreme fire conditions in Wasco County, Oregon it is imperative that a ban on all residential burning be declared, which includes piles and burn barrels, for those areas in Wasco County that lie outside the boundary of an officially recognized Fire Protection District.

NOW THEREFORE, IT IS HEREBY ORDERED: That a ban on all burning, which includes piles and burn barrels, for areas outside the boundary of an officially recognized Fire Protection District in Wasco County is hereby ordered to become effective on June 11, 2023, at 12:01 a.m., and will remain in effect until it is determined by local fire officials that said burning ban can be lifted.

DATED this 7th day of June, 2023

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

**WASCO COUNTY BOARD OF
COMMISSIONERS:**

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Phillip L. Brady, County Commissioner



MOTION

SUBJECT: Order Banning Burning

I move to approve Order 23-046 declaring a ban on residential burning in Wasco County effective at 12:01 a.m. on June 11, 2023.



DISCUSSION ITEM

AOC General Fund Dues

[MEMBER SURVEY](#)

Overview

The AOC Budget and Finance Committee is evaluating the AOC dues formula. To ensure all AOC members have input in this process, a survey is being distributed to the chair of each member county. Findings from survey responses will be discussed during the AOC Budget and Finance Committee - Special Dues Meeting scheduled for Monday, June 12, 2023, and may result in recommendations to the AOC Board of Directors.

Deadline

Responses are requested by Wednesday, June 7, 2023 to mfarrell@oregoncounties.org.

Dues Formula

Currently, General Fund dues are calculated using three factors - base fee, percent of population, and percent of assessed value. The AOC General Fund dues revenue is set annually by the membership through the adoption of the annual budget. This revenue must adequately provide for all association activities. In 2023, the General Fund dues revenue was \$1,484,574.99. Once this amount is set, the total dues revenue is allocated using the following factors and formula:

- Allocate a tiered base fee to each county – based on population - ranging from \$10,300 - \$41,200.
- Allocate 50% of the remaining fee to each county by the county's percentage of population.
- Allocate 50% of the remaining fee to each county by the county's percentage of assessed value.
- If any county total fee is more than 20 times the lowest base fee (\$206,000), then the amount over the cap is redistributed equally among the other counties.

County Name

1. Does your county believe the factors in the current due's formula are equitable?

☐ Yes

☐ No

If your county answered no to the question above, how would your county like to define dues equity?

If you do not believe the current formula is equitable, how would you change the dues formula to make it more equitable?

2. Does your county believe the current formula should be used moving forward?

☐ Yes (if you selected yes, please proceed to question number 3)

☐ No

If your county answered no to the question above, how would you suggest the formula be changed?

Does your county agree that a base fee should be assessed as part of the formula?

☐ Yes

☐ No

Does your county agree that a tiered base fee - set by population - should be utilized?

☐ Yes

☐ No

If your county answered no to the question above, what do you believe should change?

Does your county agree with the current population levels used to set the tiered base fee?

(<10K: \$10,300, <50K: \$15,450, <100K: \$20,600; <200K: \$25,750, <300K: \$30,900; <400K: \$36,050, <500K: \$41,200)

☐ Yes

☐ No

If your county answered no to the question above, what would you like to see changed?

Does your county agree that population should be a factor in determining an individual county's dues assessment?

☐ Yes

☐ No

Does your county agree that assessed value should be a factor in determining an individual county's dues assessment?

☐ Yes

☐ No

3. Is there anything your county would like to see change with the current due's formula?

- ☐ Base fee amounts
- ☐ Base fee tiers
- ☐ Use assessed value only
- ☐ Use population only
- ☐ Minimum assessment
- ☐ Maximum assessment/Cap
- ☐ Nothing

Other:

4. Would your county prefer:

- ☐ To follow the current dues formula (which can result in a variable assessment as population and assessed value changes within a county)
- ☐ To freeze dues at their current individual county assessment, and increase dues by a set amount annually (which would result in locking in county assessments and no longer using the formula that allows for fluctuations based on population/assessed value regression or growth)

5. Does your county agree that the minimum assessment required to be a member of AOC should not be less than \$10,300?

- ☐ Yes
- ☐ No

If your county answered no to the question above, do you feel this amount should be lower or higher?

- ☐ Lower
- ☐ Higher

6. Does your county agree that the maximum assessment required to be a member of AOC should not be more than 20 times the base fee of \$10,300 (\$206,000)?

☐ Yes

☐ No

If your county answered no to the question above, do you feel this should be lower or higher?

☐ Lower

☐ Higher

7. How should dues be reallocated if a member does not pay/renew their membership?

☐ As part of the formula (removed non-dues paying member assessment), run formula to determine each individual county dues assessment.

☐ Allocate the non-dues paying member county assessment equally among the dues paying members.

☐ Allocate funds from the reserve, do not redistribute assessment from non-payment to other member counties.

AOC Value

1. How would you describe the value you receive from AOC?

--

2. Do you feel that your annual county dues assessment – relative to the benefit you receive - is:

- ☐ Too high
- ☐ Just right
- ☐ Too low

Please provide additional details below regarding your answer above:

3. Based on the cost of membership dues, would your county say that the value received from AOC membership is:

- ☐ Greater than the cost of dues
- ☐ Equal to the cost of dues
- ☐ Less than the cost of dues

Please provide additional details below regarding your answer above:

4. Is your county's annual membership fee equal to the value you receive from AOC?

- ☐ Yes, the dues assessment our county pays is equal to the value we receive from AOC.
- ☐ No, the dues assessment our county pays is not equal to the value we receive from AOC.

If you answered yes above, would you pay more in dues for the current benefits and services you receive from AOC?

- ☐ Yes
- ☐ No

If you answered yes above, how much more would you pay in dues for the current benefits and services you receive from AOC?

- ☐ <10%
- ☐ 11%-20%
- ☐ 21%-30%
- ☐ 31%-40%

If your county answered no above, how much less do you feel you should pay in dues for the current benefits and services you receive from AOC?

- ☐ <10%
- ☐ 11%-20%
- ☐ 21%-30%
- ☐ 31%-40%

5. AOC membership is good value for the price.

- ☐ Yes
- ☐ No

6. What is an acceptable annual increase for AOC dues revenue – to maintain current service levels - based on the value you receive (Ex. Dues revenue in 2023 was \$1,484,575)?

- ☐ <5%
- ☐ 6%-10%
- ☐ 11%-15%

7. What is an acceptable annual increase for individual county dues assessments – to maintain current service levels – based on the value you receive (Ex. Wheeler County assessment = \$10,580; Multnomah County = \$203,177)?

- ☐ <5%
- ☐ 6%-10%
- ☐ 11%-15%

8. What can AOC do to improve the value of your membership?

9. What ONE thing could AOC do - or provide - that would ensure you renew your membership?

10. Are there other benefits you would pay more to receive that AOC is not currently providing?

Additional Questions

1. What funds do you utilize to pay your AOC membership dues (Ex. general fund)?

2. Which of the following best describes your county?

- ☐ Frontier
- ☐ Primarily rural
- ☐ Rural and suburban
- ☐ Urban and suburban
- ☐ Primarily suburban
- ☐ Primarily urban

Optional Questions

1. What is the annual property tax revenue for your county?

2. What percentage did your annual property tax revenue increase last year?

3. What is your annual county budget for 2023?

4. What is your annual general fund county budget for 2023?

5. What percentage did your general fund budget increase last year?

Thank you for taking the time to complete this survey to support continued discussions regarding AOC dues and the dues formula. Findings from survey responses will be compiled for discussion during the AOC Budget and Finance Committee - Special Dues Meeting scheduled for Monday, June 12, 2023, and may result in recommendations to the AOC Board of Directors. All members are welcome to participate in the AOC Budget and Finance Committee – Special Dues Meeting. Please request details from McKenzie Farrell at mfarrell@oregoncounties.org.



CONSENT AGENDA

MINUTES: [5.17.2023 REGULAR SESSION MINUTES](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 17, 2023

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Steve Kramer, Chair
Scott Hege, Vice-Chair
Phil Brady, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.

Consent Agenda – 4.27.2023 Town Hall & 5.3.2023 Minutes

{{Vice-Chair Hege moved to approve the Consent Agenda – 4.27.2023 Town Hall Minutes and 5.3.2023 Regular Session Minutes. Commissioner Brady seconded the motion which passed unanimously.}}

Agenda Item – Road Vacation

Public Works Director Arthur Smith reviewed the report included in the Board Packet saying that this will correct a mapping error. He explained that the road was constructed from 1958 to 1961; this portion of the road should have been vacated at that time but was not. He said it is very difficult to tell where the original road was so many years later. There is an agreement in place that allows the utility poles to remain.

{{Commissioner Brady moved to approve Order 23-030 vacating a 0.70 mile section of Tygh Ridge Road, East of Dufur, Oregon, Township 2, South Range 14 East, Sections 27 and 28, Willamette Meridian. Vice-Chair Hege seconded the motion which passed unanimously.}}

Agenda Item – FEMA Floodplain Presentation

FEMA Engineer Ted Perkins reviewed the presentation included in the Board Packet, explaining that the National Flood Insurance Program (NFIP) was established in the late 1960s in response to larger disaster events. FEMA can now do analysis to predict floods. The first analysis in Wasco County took place in the 1980s; we now have more tools and data to better understand the risks. This update will encompass the entire county and was done around 321 miles of

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
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PAGE 2

streams along with 31.7 miles of the Columbia River and 4 lakes. The Army Corps of Engineers updated the analysis of the Columbia River; their data was incorporated into FEMA's analysis. The most detailed information was gathered in populated areas.

Mr. Perkins went on to say that the flood maps identify and assess flood risk, establish rates for flood insurance, inform local land use regulations and provide important information to engineers, developers and emergency managers. The NFIP aims to reduce disaster costs and loss of life and property as well as providing insurance and urging communities to adopt and enforce floodplain management regulations.

Mr. Perkins stated that the old maps were paper; they are now providing digital mapping which will help cities and counties regulate and allow them to bring in layers as things change. Another part of the process is to assess impact to properties – some will be removed from the floodplain while others will be added. There are preliminary maps already available to the public and we are currently in a period where the public can make comment and/or file an appeal. Outreach is ongoing to inform property owners. He said the numbers in the estimated property impacts table (below) are probably inflated as some of the structures may be of little consequence, such as a dog house.

Effective vs. Preliminary: Estimated Property Impacts (Special Flood Hazard Area [SFHA] by Address Point)

TOTAL COUNTS:						
JURISDICTION	STRUCTURE COUNT (STUDY AREA)	IN SFHA (EFFECTIVE)	OUT SFHA (EFFECTIVE)	IN SFHA (PRELIMINARY)	OUT SFHA (PRELIMINARY)	NET CHANGE
Antelope, City of	85	0	85	0	85	0
Dufur, City of	270	83	187	31	239	-52
Maupin, City of	92	8	84	7	85	-1
Mosier, City of	62	1	61	2	60	1
Shaniko, City of	110	0	110	0	110	0
The Dalles, City of	592	49	543	127	465	78
Unincorporated Areas	2,303	533	1,770	716	1,587	183
Total	3,514	674	2,840	883	2,631	209

INDIVIDUAL STRUCTURES:					
JURISDICTION	STRUCTURE COUNT (STUDY AREA)	REMAINS OUTSIDE SFHA	REMAINS IN SFHA	ADDED TO SFHA	REMOVED FROM SFHA
Antelope, City of	85	85	0	0	0
Dufur, City of	270	186	30	1	53
Maupin, City of	92	79	2	5	6
Mosier, City of	62	60	1	1	0
Shaniko, City of	110	110	0	0	0
The Dalles, City of	592	440	24	103	25
Unincorporated Areas	2,303	1,312	258	458	275
Total	3,514	2,272	315	568	359

Mr. Perkins said that the preliminary maps were issued in October; they met with County Staff in January and will be holding open houses in The Dalles and Wamic next week. The appeal/comment period is 90 days and will begin in late summer of this year. Those submissions will go through local agencies so that staff is aware of the issues. Based on those submissions, appropriate adjustments will be made. This work does not happen very often, so they want to be as accurate as possible; a quality review will take 6 months. Finally, a letter of determination

will be issued for local agencies to incorporate.

Commissioner Brady asked if this is strictly based on river elevations or does it account for meandering river paths. Mr. Perkins replied that there is a limitation to the maps as they are trying to do this at a federal scale to make it consistent across the country. There are certain things they are not able to factor in but should be considered by local regulators. Channel migration is not part of the FEMA study; however, there are other studies that may do that such as DOGAMI (Department of Geology and Mineral Industries). He said FEMA maps risk as it is today and cannot factor in climate change or predict flows 50 years from now.

Commissioner Brady asked if the risk rating premiums by zip codes is accurate. Mr. Perkins responded that the flood insurance is very site specific and takes into account the structures on the property. He said the insurance expert will be at the open house; on a broad scale, the estimates provide a guideline.

Vice-Chair Hege asked if the insurance product is provided through a private company. Mr. Perkins replied that the insurance comes from the federal government; you can find private providers, but the federal government is the primary provider.

Vice-Chair Hege asked if the LIDAR data is available to the County. Mr. Perkins said that it is; he will check with their GIS department to learn how to access that information. County Surveyor Bradley Cross added a comment to the Zoom chat that he believes we already have the data from FEMA.

Vice-Chair Hege asked if the appeals require technical data. Mr. Perkins said that the appellant has to show that FEMA did something wrong and provide data to illustrate that, which usually entails hiring a hydraulic engineer. If the appellant is unsuccessful, they can take it to a national review board. Comments have a lower level of data needed. For instance, a property owner may have a survey that shows a higher elevation and they can submit that for review. They can also document previous experience with flooding that shows what happened in the real world. FEMA bases their analysis on what they typically see in river performance, but localized information can help them tailor the model to the area.

Vice-Chair Hege said the reality of how these maps impact citizens is significant; people need to look at these and make sure they understand. He observed that the property impacts in the presentation relate to structures; he asked if there is

some analysis that takes into account the changes in the acreage. He said he is thinking of future development. Mr. Perkins answered that he does not have those numbers here today but a citizen can leave the open house with a map of their entire parcel.

Commissioner Brady asked if a person were to put their house on stilts, would that impact the results. Mr. Perkins replied that you cannot appeal on that basis but you can do things to reduce the flooding impacts and lower insurance rates. The insurance specialist will be able to better answer that question.

Vice-Chair Hege asked who received the outreach materials. Resilience Action Partners' Outreach & Engagement Specialist Lisa Adair said those materials were sent out through the Wasco County Planning Department.

Planning Director Kelly Howsley-Glover said they sent targeted mailers to those who will be impacted; mailers included account numbers and the proposed change. She added that the City of The Dalles did similar mailers; Mosier reached out directly and she believes Maupin did as well. In addition, she worked with the County's Public Information Officer for a press release, website banner and social media blasts. She stated they did not want to create widespread panic by sending out information to folks who will not be impacted.

Agenda Item – City of The Dalles LUDO Amendments

Planning Director Kelly Howsley-Glover reviewed the memo and report included in the Board Packet saying that the City has proposed some minor amendments. They implement their rules in the urban growth boundary (UGB), but the County is ultimately responsible. It is part of our joint management agreement that the County review and approve changes. The changes are largely just updates to language and alignment with statute.

Vice-Chair Hege observed that these changes will impact property within the city limits as well as the UGB which is outside of the city limits. He asked if the County needs to adopt these changes. Ms. Howsley-Glover said they continue to work through this issue as the management agreement is a little ambiguous. City and County staff would like to revise the agreement to make it more clear. Today is more of an opportunity for the County to comment on the proposed changes. The exception to what the City manages in the UGB is properties in the scenic area which are managed by the County.

Vice-Chair Hege said that the proposed changes seem innocuous, but he would

like to see the City be the City and the County be the County. He said that could come with its own set of problems as well. Ms. Howsley-Glover said they are actively reviewing that and looking at annexation possibilities. She said they definitely want to provide more clarity to our residents.

Commissioner Brady asked about the timelines for review. Ms. Howsley-Glover explained that those timelines are set in statute.

*****In accordance with the Joint Urban Growth Boundary Management Plan, the Board was in consensus to approve the City of The Dalles Land Use Ordinance Amendments as presented.*****

Agenda Item – Energy Siting Facility Council Comment Letter

Ms. Howsley-Glover reviewed the letter included in the Board Packet, explaining that there was a notice of intent filed for the Cascade Renewable Transmission Line to connect to the BPA at Big Eddy and run all the way down the middle of the Columbia and connect in the greater Portland area. The Oregon Department of Energy (ODE) does a review in preparation for the Energy Facility Siting Council's (EFSC) decision. We serve as consultants for our regulations and have an agreement in place to support that work. Part of the process is ODE's request for input from us as to what they should consider when reviewing the application. She said she reached out to other County departments for input in order to provide a comprehensive letter of comment. Our rules will apply in some portions while the National Scenic Area rules will apply in other portions.

Commissioner Brady commented that it does not appear to start at the Big Eddy when looking at the map. Ms. Howsley-Glover said that it starts in one place and then connects to the Big Eddy and goes along Lone Pine to the center of the river. Commissioner Brady said he does not expect the Columbia River Gorge Commission to raise any objections to the project.

*****The Board was in consensus to approve and sign the letter to the Energy Facility Siting Council regarding the Cascade Transmission Renewable Energy Project.*****

**Agenda Item – Forest Protection & Wildland Firefighter Safety Act
Support Letters**

Vice-Chair Hege explained that the Board has been talking about this for a couple of months. The Senate and House both have bills to allow for the use of fire retardant in fighting wildfires. The fire districts are very concerned about the

possibility of this tool being removed.

*****The Board was in consensus to approve and sign letters in support of the Forest Protection & Wildland Firefighter Safety Act - House Resolution 5186 and Senate Bill 796.*****

Agenda Item – Executive Session

At 10:10 a.m. Chair Kramer opened an Executive Session Pursuant to ORS 192.660(2)(e) for Real Property Transactions. He explained the process and directed members of the meeting to not record the session or report on anything discussed during executive session other than to report the general topic as previously announced.

The Regular Session resumed at 10:50 a.m.

Commission Call

Administrative Services Director Ali Postlewait said that TKE will be here on May 22nd to begin 5-6 weeks of work to repair the elevator. They will be cordoning off a portion of the employee parking lot to allow the work to commence safely. Vice-Chair Hege asked if they have 100% of the parts needed. Ms. Postlewait replied that they have 90% of the parts which is enough for them to commence work.

Vice-Chair Hege announced that the NORCOR Budget Committee will meet tomorrow and will be making modifications in response to the Wasco County and Hood River budgets. He said there is work to do, but they will be within their budget.

Commissioner Brady said that he attended the Columbia River Gorge Commission meeting in Cascade Locks where he met their newest Commissioner, Valerie Fowler. He reported that he had lunch with staff from Friends of the Gorge. He said that Rodger Nichols is the longest serving member of the Commission. He added that he did not take any positions or make any statements.

Commissioner Brady said that Public Health is in their budget process. He asked if we have sent them the answers to the questions they sent over. Mr. Stone replied that he has sent the preliminary answers to staff for feedback. Commissioner Brady stated that most of the answers will be that things will pretty much stay the same.

WASCO COUNTY BOARD OF COMMISSIONERS
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PAGE 7

Mr. Stone said that he is in discussions for a ground lease for the Columbia Gorge Resolution Center.

Ms. Postlewait stated that the Facilities team has been working diligently to clear out the 10th Street shops. A dumpster will be delivered today. The Red Cross is relocating their supplies. There are two brownfield grants for the work at that site. Stantec has started phase one and then we will move into remediation. We have had some preliminary discussion around master planning. Mr. Stone added that there is some due diligence to be done around shared access. We are asking stakeholders to contribute some dollars toward the master planning. We have a quote for \$70,000 for master planning. Access will likely be one of the biggest issues.

Commissioner Brady asked about the old armory site. Mr. Stone replied that it is part of the overall development plan.

Ms. Postlewait said we have received a couple of grants for work at the fairgrounds. We have met with Crestline and Wasco Electric to talk about the priority of projects to be completed. The work will begin on the larger commercial building with generators and HVAC; then they will move on to Hunt Park to install transformers.

Chair Kramer said they are moving forward with using electronic ticketing at the Fair this year. He went on to say that he and Sheriff Magill are working on the super-siting for residential treatment facilities which is getting bogged down by politics. He has reached out to the House leadership to have a work session on this.

Vice-Chair Hege asked about bottle return, saying he saw that Fred Meyer is now set up for bottle return only. Chair Kramer said the goal is to have a permanent redemption site in the county.

Chair Kramer adjourned the meeting at 11:12 a.m.

Summary of Actions

MOTIONS

- **To approve Order 23-030 vacating a 0.70 mile section of Tygh Ridge Road, East of Dufur, Oregon, Township 2, South Range 14 East, Sections 27 and 28, Willamette Meridian.**
- **To approve the Consent Agenda – 4.27.2023 Town Hall Minutes and**

5.3.2023 Regular Session Minutes

CONSENSUS

- **To approve the City of The Dalles Land Use Ordinance Amendments as presented.**
- **To approve and sign the letter to the Energy Facility Siting Council regarding the Cascade Transmission Renewable Energy Project.**
- **To approve and sign letters in support of the Forest Protection & Wildland Firefighter Safety Act - House Resolution 5186 and Senate Bill 796.**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



AGENDA ITEM

District Meetings

[4H & EXTENSION SERVICE DISTRICT PACKET](#)

[LIBRARY SERVICE DISTRICT PACKET](#)



AGENDA ITEM

Wasco County Budget Hearing

[FINANCE MEMO – PROPOSED CHANGE](#)

[BUDGET DETAIL WITHOUT CHANGE](#)

[BUDGET DETAIL WITH CHANGE](#)

[RESOLUTION 23-006 ADOPTING FY24 BUDGET](#)

[MOTION LANGUAGE](#)



05/31/2023

To: Board of County Commissioners

From: Mike Middleton – Finance Director

Re: Recommended Change for Adopted FY24 Budget

Commissioners,

At the Budget Committee meeting, a change was proposed and included in the budget to repurpose the Local Assistance and Tribal Consistency Fund (LATCF). This moved the \$1,055,486 from General Fund to the Public Works Fund with the intent to utilize for maintaining the Unmaintained County Roads.

Due to time constraints beforehand and at the meeting, I proposed a structure that will work. However, after discussions with the Public Works Director, I believe a better solution is to set up a separate fund. This will isolate the funds and keep it clear as to the purpose and balance.

This will not change the totals of the budget, but just the details and the fund/department breakdown.

The recommended change motion would be:

I move to change the FY24 Approved Budget by decreasing Public Works Fund Resources and Requirements by \$1,055,486 and increasing Unmaintained County Road Fund Resources and Requirements by \$1,055,486

FY24 Budget Summary Breakout by Fund/Department

Fund/Department	Resources	Requirements
GENERAL FUND		
ADMINISTRATION	4,333,848	4,333,848
ADMINISTRATIVE SERVICES	7,035,016	7,035,016
ASSESSMENT & TAXATION	1,431,334	1,431,334
COUNTY CLERK	833,769	833,769
DISTRICT ATTORNEY	1,130,081	1,130,081
PLANNING	1,592,490	1,592,490
PREVENTION DIVISION	2,456,139	2,456,139
PUBLIC WORKS	153,178	153,178
SHERIFF	5,956,874	5,956,874
NON-DEPARTMENTAL	10,641,563	
TRANSFERS	459,770	5,705,725
CONTINGENCY		534,041
UNAPPROPRIATED		4,861,567
BUILDING CODES - GENERAL		
BUILDING CODES	3,967,306	1,543,780
CONTINGENCY		291,280
UNAPPROPRIATED		2,132,246
BUILDING CODES - ELECTRIC		
BUILDING CODES	674,074	245,159
CONTINGENCY		113,891
UNAPPROPRIATED		315,024
PUBLIC WORKS		
PUBLIC WORKS	8,493,632	5,273,044
CONTINGENCY		2,697,223
UNAPPROPRIATED		523,365
ROAD RESERVE FUND		
PUBLIC WORKS	4,645,332	4,645,332
COUNTY FAIR		
ADMINISTRATION	515,581	331,471
TRANSFERS OUT		50,000
CONTINGENCY		134,110
UNAPPROPRIATED		-
PARK FUND		
ADMINISTRATION	948,985	847,637
CONTINGENCY		83,198
UNAPPROPRIATED		18,150
COUNTY SCHOOL FUND		
ADMINISTRATION	441,365	441,365
FOREST HEALTH PROGRAM		
ADMINISTRATION	501,726	60,000
TRANSFERS OUT		184,770
CONTINGENCY		256,956
HOUSEHOLD HAZARDOUS WASTE		
HHW	1,151,374	752,591
CONTINGENCY		316,016

FY24 Budget Summary Breakout by Fund/Department

Fund/Department	Resources	Requirements
UNAPPROPRIATED		82,767
SPECIAL ECONOMIC DEVELOPMENT FUND		
ADMINISTRATION	7,314,397	7,034,397
TRANSFERS OUT		280,000
LAW LIBRARY FUND		
DISTRICT ATTORNEY	195,475	48,829
CONTINGENCY		146,646
DISTRICT ATTORNEY FUND		
DISTRICT ATTORNEY	11,654	11,654
MUSEUM		
ADMINISTRATION	393,012	132,086
CONTINGENCY		178,316
UNAPPROPRIATED		82,610
911 COMMUNICATIONS FUND		
SHERIFF	1,556,259	1,341,259
TRANSFERS OUT		60,000
CONTINGENCY		155,000
911 EQUIPMENT RESERVE		
SHERIFF	410,890	410,890
COMMUNITY CORRECTIONS FUND		
SHERIFF	2,729,059	2,355,256
CONTINGENCY		373,803
COURT FACILITIES SECURITY FUND		
ADMINISTRATION	369,845	51,000
CONTINGENCY		318,845
CLERK RECORDS FUND		
COUNTY CLERK	49,433	16,000
CONTINGENCY		33,433
CAPITAL ACQUISITIONS FUND		
ADMINISTRATION	8,033,641	8,033,641
FACILITY CAPITAL RESERVE		
ADMINISTRATION	6,832,152	6,832,152
GENERAL OPERATING RESERVE		
ADMINISTRATION	8,845,506	8,845,506
KRAMER FIELD FUND		
ADMINISTRATION	35,910	35,910
LAND CORNER PRESERVATION FUND		
PUBLIC WORKS	176,970	29,427
CONTINGENCY		100,951
UNAPPROPRIATED		46,592
Grand Total	94,317,640	94,317,640

FY24 Budget Summary by Fund/Department with Recommended Change

Fund/Department	Resources	Requirements
GENERAL FUND		
ADMINISTRATION	4,333,848	4,333,848
ADMINISTRATIVE SERVICES	7,035,016	7,035,016
ASSESSMENT & TAXATION	1,431,334	1,431,334
COUNTY CLERK	833,769	833,769
DISTRICT ATTORNEY	1,130,081	1,130,081
PLANNING	1,592,490	1,592,490
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PUBLIC WORKS		
PUBLIC WORKS	7,438,146	4,217,558
CONTINGENCY		2,697,223
UNAPPROPRIATED		523,365
ROAD RESERVE FUND		
PUBLIC WORKS	4,645,332	4,645,332
UNMAINTAINED COUNTY ROAD FUND		
PUBLIC WORKS	1,055,486	1,055,486
COUNTY FAIR		
ADMINISTRATION	515,581	331,471
TRANSFERS OUT		50,000
CONTINGENCY		134,110
UNAPPROPRIATED		-
PARK FUND		
ADMINISTRATION	948,985	847,637
CONTINGENCY		83,198
UNAPPROPRIATED		18,150
COUNTY SCHOOL FUND		
ADMINISTRATION	441,365	441,365
FOREST HEALTH PROGRAM		
ADMINISTRATION	501,726	60,000
TRANSFERS OUT		184,770
CONTINGENCY		256,956
HOUSEHOLD HAZARDOUS WASTE		

FY24 Budget Summary by Fund/Department with Recommended Change

Fund/Department	Resources	Requirements
HHW	1,151,374	752,591
CONTINGENCY		316,016
UNAPPROPRIATED		82,767
SPECIAL ECONOMIC DEVELOPMENT FUND		
ADMINISTRATION	7,314,397	7,034,397
TRANSFERS OUT		280,000
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KRAMER FIELD FUND		
ADMINISTRATION	35,910	35,910
LAND CORNER PRESERVATION FUND		
PUBLIC WORKS	176,970	29,427
CONTINGENCY		100,951
UNAPPROPRIATED		46,592
Grand Total	94,317,640	94,317,640

FY24 Budget Summary by Fund/Department with Recommended Change

Fund/Department	Resources	Requirements
UNAPPROPRIATED		8,062,321
Appropriated for use in curren FY		86,255,319



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADOPTING THE FISCAL YEAR 2023-2024 BUDGET, TAX LEVY AND
APPROPRIATIONS FOR WASCO COUNTY

RESOLUTION #23-006

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

BE IT HEREBY RESOLVED that the Wasco County Board of Commissioners hereby adopts the Fiscal Year 2023-2024 Budget approved by the Budget Committee of the County on May 11, 2023, with changes Adopted by the Board of Commissioners and now on file in the Finance Office for the amount of \$94,384,071.

BE IT FURTHER RESOLVED that the Board of Commissioners of Wasco County, Oregon hereby imposes the taxes provided for in the adopted budget at the rate of \$4.2523 per \$1,000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2023-2024 upon the assessed value of all taxable property within the district as follows:

	Subject to the	Excluded
	General Government	From
	<u>Limitation</u>	<u>Limitation</u>
General Fund	\$4.2523/\$1,000	

BE IT FURTHER RESOLVED that the amounts and the purposes shown in the attached detail for the Fiscal Year beginning July 1st, 2023, be and hereby are as follows: the total appropriated amount is \$86,255,319, the total amount reserved for future expenditure is \$8,062,321 for a total budget of \$94,384,071. See attached FY24 Budget Summary by Fund/Department for details.

BE IT FURTHER RESOLVED that the County Clerk certify to the assessor of Wasco County, Oregon the tax levy made by this Resolution.

The above Resolution Statements were approved and declared adopted on this 7th day of June, 2023.

ATTEST

WASCO COUNTY BOARD
OF COMMISSIONERS

Kathy Clark
Executive Assistant

Steven D. Kramer, Commission Chair

APPROVED AS TO FORM:

Scott C. Hege, Vice-Chair

Kristen Campbell, County Counsel

Philip L. Brady, County Commissioner



MOTION

SUBJECT: FY24 Budget Adoption Resolution

I move to adopt resolution #23-006 adopting the 2023-2024 fiscal year budget for Wasco County with a total appropriation of \$94,384,071 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation



AGENDA ITEM

Emergency Management

[GRANT CLOSEOUT UPDATES](#)

[HAZARD MITIGATION GRANT AMENDMENT](#)

[COMMUNITY WILDFIRE RISK REDUCTION GRANT](#)

[GRANT APPLICATION](#)



EMERGENCY MANAGEMENT ITEM

Grant Closeout Updates

[STAFF MEMO - HOMELAND SECURITY GRANT 21-267](#)

[STAFF MEMO – HOMELAND SECURITY GRANT 22-273](#)



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

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Pioneering pathways to prosperity.

Board of County Commissioners
511 Washington St. Ste 302
The Dalles, OR 97058

Homeland Security Grant 21-267 Closeout

Each year Oregon receives funding from the Federal Government that support the State Homeland Security Program. The State Homeland Security Grant Program (SHSP) supports implementation of state homeland security strategies to address planning, organization, equipment, training, and exercise (POETE) needs to prevent, prepare for, protect against, and respond to, acts of terrorism and other catastrophic events. Use of SHSP funds must be consistent with, and supportive of, implementation of the State Homeland Security Strategy, the State Preparedness Report (SPR), State Threat and Hazard Identification and Risk Assessment (THIRA), and federal priority areas designated in the FY21 Notice of Funding Opportunity. Wasco County applied and received funding for SHSP 21 funding cycle specifically for the Wasco County Radio System and Site Assessment project. Wasco County utilized ADCOMM Engineering LLC as the primary contractor for this project.

The scope of this project "Wasco County Radio System and Site Assessment" is the first phase of a multi-phased approach to improving radio communications within Wasco County. The key outcome of this initial phase was to identify sites necessary to supply the needed coverage and the frequencies necessary to provide the communications path.

Wasco County's existing radio system is a disparate mix of VHF frequencies and single-site repeater sites, which are not interconnected. This results in disparate channels that perform the same function independently – meaning, dispatchers must listen to multiple channels to perform a single function (i.e., fire dispatch operations), and field users do not have situational awareness of what else is going on by others in the area.

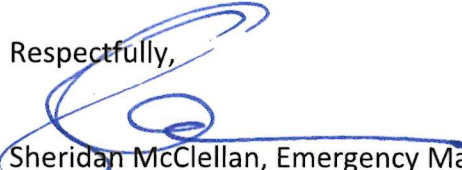
For communications between field units across the county or to communicate with a dispatcher, another field unit must relay the message, e.g., "man-in-the-middle," which results in potentially missed communications and/or critical safety delays. This lack of countywide communications results in a lack of situational awareness for Wasco County public safety and public service agencies. Additionally, this disparity results in poor communications by other agencies especially when needing to interact with Wasco County personnel.

ADCOMM interviewed stakeholders to understand their issues and concerns and assessed the existing system to understand the current operating conditions. Our research of sites and systems concluded that the ODOT radio system sites and microwave backhaul provide the best coverage for the county.

By further researching ODOT and engaging them in conversations, ADCOMM found that Wasco County has the unique opportunity to utilize ODOT's existing radio communications system as a subscriber user. ODOT's 700 MHz P25 Trunked Radio System is simple to use, reliable, and provides significant coverage through the County boundaries. This is exactly the system that stakeholders need to improve situational awareness and interoperability while being mindful of capital purchases and ongoing costs.

An added benefit to joining the ODOT system is the County's ability to access the entire ODOT network, meaning, there are ample opportunities to interoperate with other agencies just by becoming a subscriber on the ODOT radio system. And, more importantly, by becoming a subscriber, Wasco County removes themselves from the headache and cost of maintaining a regional radio network. Technical resources are limited. By subscribing to the State's radio system, the County also gains the advantage of the State's technical resources.

Respectfully,



Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790



EMERGENCY MANAGEMENT

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Pioneering pathways to prosperity.


Board of County Commissioners
511 Washington St. Ste 302
The Dalles, OR 97058

Homeland Security Grant 22-273 Closeout

Each year Oregon receives funding from the Federal Government that support the State Homeland Security Program. The State Homeland Security Grant Program (SHSP) supports implementation of state homeland security strategies to address planning, organization, equipment, training, and exercise (POETE) needs to prevent, prepare for, protect against, and respond to, acts of terrorism and other catastrophic events. For the FY22 SHSP grant cycle, the Oregon Office of Emergency Management allocated funds a base amount of \$ 25, 407 and a population based amount (\$0.272 per capita) to each county. Wasco County received an allocated amount of \$32,603.74 consisting of a base amount of \$25,407 and an additional \$7,196.33 based on the population.

Wasco Counties allocated amount was spend on the 2nd phase of the Wasco County Communications upgrade. The upgraded communications equipment consisting of 2 APX 4000 VHF portable radio for The Dalles Police Department and 5 portable XL 200p LTE radios for the Wasco County Sheriff's office . A total amount of \$27,886.43 was expended of the Homeland Security Grant 22-273.

Respectfully,


Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790



EMERGENCY MANAGEMENT ITEM

Hazard Mitigation Grant Program Amendment

[SIGNED 4562-31 AWARD AGREEMENT](#)

[4562-31 AWARD AGREEMENT AMENDMENT #1](#)

[MOTION LANGUAGE](#)

OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
Hazard Mitigation Grant Program (HMGP)
CFDA # 97.039
Wasco County
Emergency Generators
Not to Exceed \$211,432.50
Grant No: HMGP-DR-4562-31-R-OR

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

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on **February 15, 2023** and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the “Project Completion Date”). This period shall be known as the Grant Award Period. The Project shall be completed no later than **March 14, 2025**, (the “Expiration Date”), unless otherwise extended as provided in this Agreement. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **FEMA Project Description and Budget**
Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**
Exhibit C: **Subagreement Insurance Requirements**
Exhibit D: **Information required by 2 CFR 200.332(a)(1)**

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

- 3. Project Cost, Grant Funds.** The total estimated cost of the Project for the purpose of this Agreement is **\$234,925**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient (i) an amount not to exceed 90 percent of the Project Costs or **\$211,432.50**, whichever is less, (the “Federal Share”) in grant funds for eligible costs described in Section 6 hereof and (ii) Subrecipient management costs in the amount of **\$11,174.25** (the “Management Costs Reimbursement” and, together with the Federal Share, the “Grant Funds”). Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM. Subrecipient will commit a percentage of the Project Costs to the project,

known as the non-Federal match. The non-Federal match can be cash, in-kind, or a combination of both. For this Agreement, the non-Federal match shall be 10 percent of the Project Costs, up to **\$23,492.50**, which shall be contributed by Subrecipient. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

- 4. Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Performance and Close-Out Reports.

- a.** Subrecipient agrees to submit performance reports, using a form provided by OEM.
- b.** Performance reports are due to OEM on or before 15 days following the end of each calendar quarter (March 31, June 30, September 30, and December 31).
- c.** Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d.** Subrecipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally-owned property report (if applicable), and final request for reimbursement (if applicable).
- e.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

6. Reimbursement Process.

- a.** OEM shall reimburse Subrecipient’s actual, reasonable and necessary costs of developing the Project (the “Project Costs”) in an amount not to exceed the Grant Fund amount provided in Section 3. Project Costs do not include those costs that are excluded from reimbursement by either OEM or FEMA under this Agreement or as a result of a financial review or audit. Reimbursements shall be made by OEM within ninety (90) days of OEM’s receipt and approval of a Request for Reimbursement of Funds form (the “RfR”) and all supporting documentation (i.e., a complete packet) from Subrecipient. Subrecipient must pay its contractors, consultants and vendors before submitting RfRs to OEM for reimbursement.
- b.** No later than the end of each calendar quarter (March 31, June 30, September 30, and December 31), Subrecipient shall submit an RfR to OEM for review and approval. Each RfR shall include the appropriate Hazard Mitigation Assistance Project Number, FEMA Project Number, FEMA FIPS Number and UEI Number, as well as supporting invoices and other appropriate documentation evidencing the Project Costs for which reimbursement is sought, e.g., timesheets/work logs for labor hours and receipts and other proof of Subrecipient’s

payment to vendors. RfRs must be based on actual expenses incurred and specify the percentage of Project completion. Subrecipient's deadline to submit its final RfR is 30 days after the earlier of the Project Completion Date or the Expiration Date, whichever occurs first.

- c. OEM will withhold reimbursements for Project Costs if Subrecipient fails to submit performance reports by the specified deadlines or if the performance reports submitted are incomplete.
- d. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, however, travel expenses must be a part of the approved budget for the project. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- e. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no Grant Funds or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- f. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM an RfR in accordance with Section 6.b of this Agreement.
- g. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further,

the Subrecipient shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to OEM the proportionate Federal share, as defined in Exhibit E, of all project funds recovered in excess of costs of litigation.

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

- a. Organization and Authority.** Subrecipient is a county and political subdivision of the State of Oregon duly organized under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter "contractors"), successors,

transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), FEMA, or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

- b. SEFA.** Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- c. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.
- d. Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in Subrecipient's fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable under this Agreement. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.
- i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and shall provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm’s contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B to this Agreement and

all procedures for managing and maintaining records of all purchases of property and equipment, including, without limitation, the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including, without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall retain, and shall require its contractors to retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant

Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with this Agreement.

c. Subagreement indemnity; insurance.

- i. Subrecipient's subagreement(s) shall require the other party to such subagreement(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.
- ii. Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense. Sections 9(c)(i) and (ii) shall survive the expiration or termination of this Agreement.
- iii. Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to complete the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least thirty days' notice to the other Party.
- d. Effect of Termination.** In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

11. General Provisions

- a. Indemnity.** To the degree permitted by the Oregon Constitution, Article XI, Section 10, and the Oregon Tort Claims Act, ORS 30.260 et seq., Subrecipient shall indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Subrecipient shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon Subrecipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (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.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.


The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

- m. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

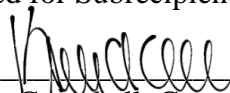
Wasco County

By 
Steve Kramer
Commissioner Chair
Wasco County

Date April 5, 2023

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By 
Kristen Campbell, County Counsel

Date April 5, 2023

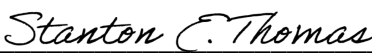
Subrecipient Program Contact:

Sheridan McClellan
Emergency Manager
Wasco County
2705 E 2nd St The Dalles, OR 97058
541-506-2565
sheridanm@co.wasco.or.us

Subrecipient Finance Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington Street, Suite 207 The Dalles,
OR 97058
541-506-2770
mikem@co.wasco.or.us

Oregon Department of Emergency Management

By 
Stanton Thomas
Deputy Director
Mitigation and Recovery Section
Oregon Department of Emergency Management

Date 4.7.2023

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler

Date 3/10/2023

OEM Program Contact:

Anna Feigum
State Hazard Mitigation Officer
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-7240
anna.r.feigum@oem.oregon.gov

OEM Finance Contact:

Kristine Burrow
Accountant
Oregon Department of Emergency Management
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Salem, OR 97309-5062
503-378-3256
kristine.burrow@oem.oregon.gov

EXHIBIT A

Attached Budget and Project Description

Approved Budget for DR-4562-31 Emergency Generators					---	SF-424C Cost Estimate Original	
Pre-Award Costs						Item (p represents pre-award cost)	Total Cost
Item #	Item Description	Count	Unit Cost	Total Cost			
				\$0.00		1p. Administrative and legal expenses	\$0.00
				\$0.00		2p. Land, structures, rights-of-way, appraisals, etc.	\$0.00
				\$0.00		4p. Architectural and engineering fees	\$0.00
				\$0.00		5p. Other architectural and engineering fees	\$0.00
				\$0.00		6p. Project inspection fees	\$0.00
				\$0.00		11p. Miscellaneous	\$0.00
				\$0.00		1. Administrative and legal expenses	\$0.00
				\$0.00		2. Land, structures, rights-of-way, appraisals, etc.	\$0.00
				\$0.00		3. Relocation expenses and payments	\$0.00
				\$0.00		4. Architectural and engineering fees	\$0.00
				\$0.00		5. Other architectural and engineering fees	\$0.00
				\$0.00		6. Project inspection fees	\$0.00
				\$0.00		7. Site work	\$0.00
				\$0.00		8. Demolition and removal	\$0.00
				\$0.00		9. Construction	\$0.00
				\$0.00		10. Equipment	\$234,925.00
				\$0.00		11. Miscellaneous	\$0.00
				\$0.00		Generators for 3 locations, Barlow Water District, Wamic Community and Wamic Fire Station	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Project Cost				\$234,925.00		Total Project Cost	\$234,925.00
90% Amount				\$211,432.50			
Management Costs (are in addition to the above total project cost; they should NOT be included in the total project cost)							
Post-Award Management Costs							
	Local Management Costs			\$11,174.25			
				\$0.00			
				\$0.00			
Management Cost Total				\$11,174.25		Management Cost Total	\$11,174.25
Management Costs cannot exceed 5% of the total project cost which is				\$11,746.25			

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

Subrecipient and any of its successors, transferees and assignees agree to comply with all applicable provisions governing Department of Homeland Security (DHS) access to record, accounts, documents, information, facilities, and staff members. In addition, recipients shall comply with the following provisions:

2021 DHS Standard Terms and Conditions

DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#). By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

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

IV. Americans with Disabilities Act of 1990

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

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

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

VIII. Copyright

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

IX. Debarment and Suspension

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

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. Energy Policy and Conservation Act

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

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

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

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

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

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

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

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, [35 U.S.C. § 200 et seq](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

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

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a

- monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- 4) Any other criminal, civil, or administrative proceeding if:
- a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. Administrative proceeding: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).

b. Where and when to report.

1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).

2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

2. Reporting Total Compensation of Recipient Executives.

a. Applicability and what to report. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;

2) In the preceding fiscal year, recipients received—

a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

c) 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. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)

3) Where and when to report. Recipients must report executive total compensation described in paragraph 2.a. of this award term:

a) As part of the recipient's registration profile at <https://www.sam.gov>.

b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's

preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

- a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- 2) 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. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. Where and when to report. Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. Non-Federal Entity: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. Executive: means officers, managing partners, or any other employees in management positions.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. Subrecipient: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

f. Total compensation: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) 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.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) 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.

XXX. SAFECOM

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

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.
 - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R.](#)

[Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. Employee: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. Forced labor: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. Private entity: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. Severe forms of trafficking in persons, commercial sex act, and coercion are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

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

2. Definitions

For purposes of this term:

- a. System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. Unique Entity Identifier: means the identifier assigned by SAM to uniquely identify business entities.
- c. Entity: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and
 - 4) A federal agency.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. Subrecipient means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require its first tier contractor(s) (Contractor) 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 Subrecipient 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 OEM. Subrecipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the 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 Subrecipient permit a Contractor to work under a Subcontract when the Subrecipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS.

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

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. 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.

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.

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D
Information required by 2 CFR 200.332(a)(1)

1. Federal Award Identification: HMGP-DR-4562-31-R-OR
 - (i) Subrecipient name: Wasco County
 - (ii) Subrecipient's UEI number: EMKLL2MZ2NH9
 - (iii) Federal Award Identification Number (FAIN): HMGP-DR-4562-31-R-OR
 - (iv) Federal Award Date: February 15, 2023
 - (v) Subaward Period of Performance: March 14, 2025
 - (vi) Subaward budget period start and end dates: February 15, 2023, through March 14, 2025
 - (vii) Total Amount of Federal Funds Obligated by this Agreement: \$211,432.50
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$2,277,619.67
 - (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$211,432.50
 - (x) Federal award project description: Wasco County Emergency Generators
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Matt Garrett, Interim Director, P.O. Box 14370, Salem, OR 97309-5062
 - (xii) Assistance listings number, title and amount: 97.039 Hazard Mitigation Assistance Grant (HMGP)
Total Project Amount: \$234,925.00
 - (xiii) Is Award R&D? No
 - (xiv)
 - (a) Indirect cost rate for the Federal award: 13.2%
 - (b) Is the de minimus rate being used per §200.414? No

AGREEMENT AMENDMENT #1

This is Amendment #1 (the “Amendment”) to the Grant Agreement dated April 7, 2023, (the “Agreement”) between the State of Oregon, acting by and through the Oregon Department of Emergency Management (“OEM”), and Wasco County (“Subrecipient”), both individually without distinction as a “Party” and collectively as the “Parties.”

The Parties hereby amend the Agreement to reflect an increased budget and additional reimbursement as follows:

Section 3 of the Agreement captioned “Project Cost, Grant Funds” is amended as follows (new language indicated by **bold underline** and deleted language is *[italicized and bracketed]*):

Project Cost, Grant Funds. The total estimated cost of the Project for the purpose of this Agreement is *[\$234,925]* **\$434,615.00**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient (i) an amount not to exceed 90 percent of the Project Costs or *[\$211,432.50]* **\$391,153.50**, whichever is less, (the “Federal Share”) in grant funds for eligible costs described in Section 6 hereof and (ii) Subrecipient management costs in the amount of *[\$11,174.25]* **\$21,730.75** (the “Management Costs Reimbursement” and, together with the Federal Share, the “Grant Funds”). Grant Funds for this Program are provided by the Federal Emergency Management Agency (FEMA) and are administered by OEM. Subrecipient will commit a percentage of the Project Costs to the project, known as the non-Federal match. The non-Federal match can be cash, in-kind, or a combination of both. For this Agreement, the non-Federal match shall be 10 percent of the Project Costs, up to *[\$23,492.50]* **\$43,461.50**, which shall be contributed by Subrecipient. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

The attached “Exhibit A: Attached Budget and Project Description” replaces the current “Exhibit A: Attached Budget and Project Description” in its entirety.

The attached “Exhibit D: Information required by 2 CFR 200.332(a)(1)” replaces the current “Exhibit D: Information required by 2 CFR 200.332(a)(1)” in its entirety.

This Amendment may be executed by the Parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect. Subrecipient certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the date of its signature below and with the same effect as though made at the time of this Amendment. This Amendment is effective on the date it is fully executed and approved as required by applicable law.

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

Wasco County

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

By: _____
(signature of Printed Name below)

By: _____
(signature of Printed Name below)

Printed Name

Printed Name

Title

Title

Date

Date

REVISED EXHIBIT A

Attached Budget and Project Description

Proposed Budget for DR-4562-31 Emergency Generators					---	SF-424C Cost Estimate Revised	
Pre-Award Costs						Item (p represents pre-award cost)	Total Cost
Item #	Item Description	Count	Unit Cost	Total Cost			
				\$0.00		1p. Administrative and legal expenses	\$0.00
				\$0.00		2p. Land, structures, rights-of-way, appraisals, etc.	\$0.00
				\$0.00		4p. Architectural and engineering fees	\$0.00
				\$0.00		5p. Other architectural and engineering fees	\$0.00
				\$0.00		6p. Project inspection fees	\$0.00
				\$0.00		11p. Miscellaneous	\$0.00
				\$0.00		1. Administrative and legal expenses	\$0.00
				\$0.00		2. Land , structures, rights-of-way, appraisals, etc.	\$0.00
Post-Award Costs						3. Relocation expenses and payments	\$0.00
10	Barlow Water District Generator			\$111,925.00		4. Architectural and engineering fees	\$0.00
10	Wamic Community Center Generator			\$159,565.00		5. Other architectural and engineering fees	\$0.00
10	Wamic Fire & Rescue Generator			\$163,125.00		6. Project inspection fees	\$0.00
				\$0.00		7. Site work	\$0.00
				\$0.00		8. Demolition and removal	\$0.00
				\$0.00		9. Construction	\$0.00
				\$0.00		10. Equipment	\$434,615.00
				\$0.00		11. Miscellaneous	\$0.00
				\$0.00		Generators for 3 locations, Barlow Water District, Wamic Community and Wamic Fire Station	
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				Total Project Cost	\$434,615.00	Total Project Cost	\$434,615.00
				90% Amount	\$391,153.50		
Management Costs							
(are in addition to the above total project cost; they should NOT be included in the total project cost)							
Post-Award Management Costs							
	Local Management Costs			\$21,730.75			
				\$0.00			
				\$0.00			
				Management Cost Total	\$21,730.75	Management Cost Total	\$21,730.75
Management Costs cannot exceed 5% of the total project cost which is					\$21,730.75		

EXHIBIT D
Information required by 2 CFR 200.332(a)(1)

1. Federal Award Identification: HMGP-DR-4562-31-R-OR
 - (i) Subrecipient name (which must match registered name in DUNS): Wasco County
 - (ii) Subrecipient's UEI number: EMKLL2MZ2NH9
 - (iii) Federal Award Identification Number (FAIN): HMGP-DR-4562-31-R-OR
 - (iv) Federal Award Date: February 15, 2023
 - (v) Subaward Period of Performance: March 14, 2025
 - (vi) Subaward budget period start and end dates: February 15, 2023, through March 14, 2025
 - (vii) Total Amount of Federal Funds Obligated by this Agreement: \$391,153.50
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$2,457,340.67
 - (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$391,153.50
 - (x) Federal award project description: Wasco County Emergency Generators
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Matt Garrett, Interim Director, P.O. Box 14370, Salem, OR 97309-5062
 - (xii) Assistance listings number, title and amount: 97.039 Hazard Mitigation Assistance Grant (HMGP)
Total Project Amount: \$434,615.00
 - (xiii) Is Award R&D? No
 - (xiv) (a) Indirect cost rate for the Federal award: 13.2%

(b) Is the de minimus rate being used per §200.414? No



MOTION

SUBJECT: Hazard Mitigation Grant Program Grant Agreement Amendment

I move to approve Amendment 1 to HMGP-DR-4562-31-R Agreement to increase project cost and grant funds.



EMERGENCY MANAGEMENT ITEM

Community Wildfire Risk Reduction Grant

[STAFF MEMO](#)

[WILDFIRE RISK REDUCTION GRANT PROGRAM MEMO](#)

[WILDFIRE RISK REDUCTION GRANT APPLICATION](#)

[2023-CWRR-105 GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Board of County Commissioners
511 Washington St. Ste 302
The Dalles, OR 97058

2023 Community Wildfire Risk Reduction Program

The Community Wildfire Risk Reduction Grant Program is a competitive opportunity open to local governments, including special districts, structural fire service agencies, and non-governmental organizations. Eligible applicants can apply for wildfire risk reduction projects, equipment, and staff to support local efforts. (Enclosure 1)

Wasco County applied for two projects:

Community common area project – evacuation site and Shelter road improvement, improving the road within the fairgrounds (1860 yards repaired and re-grated) allowing for heavy machinery brought in by responding Fire Agencies. (Enclosure 2)

Vegetative Fuel Reduction and Mitigation Projects – Brush removal and defensive space treatment on Wasco County 3875 Route 30 and 2705 E 2nd street properties. (Enclosure 2)

Oregon State Fire Marshalls office approved the Vegetative Fuel Reduction project for \$34,000. (Enclosure 3)

Respectfully,

A handwritten signature in blue ink, appearing to read "Sheridan McClellan", with a long horizontal flourish extending to the right.

Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790

Enclosure 1 – Wildfire Risk Reduction Grant Program memo to BOCC

Enclosure 2 – Wildfire Risk Reduction Grant application

Enclosure 3—2023-CWRR-105 Wasco County Grant agreement



MEMORANDUM

SUBJECT: Wildfire Risk Reduction Grant

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIDAN MCCLELLAN

DATE: JANUARY 10, 2023

BACKGROUND INFORMATION:

The Community Wildfire Risk Reduction Grant Program is a competitive opportunity open to local governments, including special districts, structural fire service agencies, and non-governmental organizations. Eligible applicants can apply for wildfire risk reduction projects, equipment, and staff to support local efforts. Applications must be received no later than 5 p.m. January 31, 2023, via this application form link: <https://app.smartsheet.com/b/form/b2e4cfe07589480a953d5d89da825614>

Eligibility:

1. Counties, municipalities, non-governmental organizations, Oregon fire agencies, special districts, and Rangeland Fire Protection Associations (RFPAs).
2. Counties are allocated \$5 million in competitive funds with a maximum award of \$500,000 for any one county.
 - a. If a county is acting as the administrator for another county or other organization for the purposes of this grant, only one award is eligible.
3. Municipalities and special districts are allocated \$5 million in competitive funds with a maximum award of \$250,000 for any one municipality.
 - a. If a municipality or county or other organization is acting as the administrator for another municipality or other organization for the purposes of this grant, only one award is eligible.
4. Fire agencies and RFPAs are allocated \$5 million in competitive funds with a maximum of \$500,000 for any one fire agency.
5. Nonprofit, non-governmental organizations ("NGOs") are allocated \$3 million in competitive funds with a maximum of \$250,000 for any one agency. Nonprofit or NGOs are voluntary groups of individuals or organizations, usually not affiliated with any government, formed to provide services or advocate a public policy.
6. The OSFM reserves the right to reallocate funds as agency needs dictate.
7. Applicants are encouraged to coordinate applications in the same jurisdiction, but each organization must apply separately for different aspects for the project.
8. All grants are for three (3) years or less, with grant funds spent by March 31, 2026.

Eligible costs and projects are:

1. Personnel costs for staff to manage the grant program activities, such as a program coordinator, program manager, or similar.

2. Projects should prioritize socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055, critical or emergency infrastructure or schools, or hospitals and facilities that serve seniors.
3. Defensible space programs, including but not limited to:
 - a. A locally-managed defensible space program for private landowners
 - b. Direct contracts or work to create fire-resistant landscapes around residential, commercial, municipal structures, and/or other critical infrastructure.
 - c. Create or support existing community programs, such as Firewise USA sites.
4. Community common area projects, including but not limited to:
 - a. Municipal or county properties or parks intended to be used for emergency evacuation centers, recovery centers, defensible space demonstration spaces, greenways, houseless camps or communities, or fire breaks around critical infrastructure.
 - b. Improvement of access, ingress and egress route projects, including but not limited to planning of egress routes, including primary and secondary routes.
 - c. Brushing and clearing roads for defensible space/fire break.
 - d. Reflective address and road signage.
5. Educational projects, including but not limited to:
 - a. Fire prevention and preparedness messaging campaigns and billboards.
 - b. Community clean-up days for outdoor debris.
 - c. Work with a community-based organization or other means to address fire safety education among people experiencing houselessness or people whose first language is other than English.
6. Vegetative fuel reduction and mitigation projects, including but not limited to:
 - a. Prescribed grazing (e.g. goats) for fuel mitigation work around communities.
 - b. Vegetation mitigation crews.
 - c. Equipment for fuel reduction efforts such as chippers. This line item cannot exceed \$75,000.
 - d. Defensible space treatment around critical infrastructure.
7. Contracts for tree service and debris clearing companies to service areas of the jurisdiction.
8. Planning costs such as needed to update Community Wildfire Protection Plans.
9. Administrative costs, including management, payroll services, and supplies, up to 10% of the grant award.
 - a. Note: administrative costs are separate from personnel costs, except for management personnel costs.

Wasco County will be applying for vegetative fuel reduction at all Wasco County properties and improvement of access, ingress and egress route at the Wasco County Fairgrounds.

Staff members and 1 supervisor
link to Wasco County budget breakdown - <https://cms5.revize.com/revize/wascocounty/FY23%20Adopted%20Budget%20Book.pdf>

Describe your organizational capacity and strengths (including requested personnel) to implement this (these) project.

Wasco County would have the support of the Finance Department, Emergency Management, Wasco County Facilities to oversee these projects and ensure funds are properly expended on the projects applied for in this grant.

This project would primarily worked on by contractors and guidance will be provided by the full time Fair Grounds staff member once the project is started.

Name of Project Evacuation site and Shelter road improvement

Describe Proposed Program

The Wasco County Fair Grounds is designated by Wasco County as the primary Evacuation site for South Wasco County which includes 4 towns, 5 census designated areas and two orchards that utilize migrant workers during harvest season. Wasco County Fair Grounds has the capability and space to serve as the main Fire Camp for responders fighting fires in the area, shelter livestock and pets and potentially serve as the main Shelter area for citizens displaced during the wildfire event.

During the White River fire, the Wasco County Fairgrounds hosted 1,229 first responders and a dozen task forces from the Fire Marshall and local Fire Chief. This project would improve the roads within the fairgrounds allowing access for heavy machinery brought in by responding Fire Agencies. Approximately 1,860 yards of road would be repaired and re-grated and able to be travel on by heavy machinery from First Responders and evacuees.

Is this project already funded by OSFM?

No

Is this project connected to other organizations' proposals?

No

Describe the geographic area/location that this project will affect.

The physically address of the Wasco County Fair Grounds is 81849 Fairgrounds Rd, Tygh Valley, OR 97063. Its is located near the center of Wasco County and near milepost 33 on Hwy 197. 45.254369N, 121.210262 W

What is the county or counties most impacted by this project?

Wasco County, OR

What is the closest and most impacted zip code associated with this project?

97063

Is there a second zip code impacted?

No

How will this project impact community wildfire risk?

This project will improve the ingress and egress of the Fair Grounds which would be the primary Fire Base for fighting fires and the primary evacuation location for South Wasco County.

How does this project benefit socially and economically vulnerable communities, persons with limited proficiency in English or persons of lower income as defined in ORS 456.055, critical or emergency infrastructure or schools, hospitals or facilities that serve seniors?

Total Funds Requested for this single project

Describe the budget details for this project

Describe how this project is connected to existing community wildfire protection plans (CWPP) and/or other fire adapted programs.

South Wasco County as a large population of lower income and elderly that have access and functional needs that would use the Fair Grounds as shelter during a Wildfire Event. In addition there are 2 Orchards that utilize migrant workers and Warm Springs reservation could potentially utilize the fairgrounds as well.

77700

Job Location: 81849 Fairgrounds Road, Tygh Valley, Oregon

Project: Rock roads at Fairgrounds for all-season access. Including Main Loop Road, West Loop Road, Barn Loop Road, and Dew Drop Parking Lot. Cut out existing potholes in roads and prep for rock.
Haul in and spread 1,860 yards (ESTIMATE) of 3/4 minus rock.
Grade roads with grader and Roll with vibratory roller.
page 47 of CWPP:

Emergency Preparedness/Evacuation
Emergency evacuation procedures are the responsibility of the Wasco County Sheriff's Office. During a wildfire, the Incident Commander (in coordination and with the approval of the agencies having jurisdiction) will recommend evacuation. Routes and locations of shelters/centers depend on fire location and numbers of affected individuals, and so must be made on a case-by-case basis at the time of the incident. Wasco County has an Evacuation Plan. For more information about it, contact the Wasco County Sheriff's Office.

Page 41
Increasing Resiliency of Landscapes

2. Complete a road hazard assessment.
Identify potential areas for mitigation efforts along public access roads to improve access by fire apparatus for mitigation and response as well as evacuation.

Page 42
Community Assets
Wasco County has many community assets that could be at risk to wildfire. It's important to consider these values at risk when locally planning for fire adapted communities, which broadly include:
☐ Critical infrastructure and facilities, such as hazardous-material facilities, hospitals, public shelters, and schools;

**Additional
Comments**

**Do you want to
add a second
project?** Yes

**Name of
second project** Wildfire risk reduction

**Program
description** This project would provide wildfire fuel reduction by removing brush, shrubs and trees at 2 Wasco County properties that are adjacent to main evacuation routes and residential areas.

**Is this project
already funded
by OSFM?** No

**Is this project
connected to
other
organizations'
proposal?** No

**Describe the
geographic
area/location
that this project
will affect.** County Planning office location - 2705 E 2nd St The Dalles, OR 97058 (adjacent to Hwy 30, the Tie Plant and Union Pacific Train Yard)
3815 Route 30, The Dalles 97058 (adjacent to 55 or older neighborhood and Hwy 30 a main evacuation route)

**What is the
county or
counties most
impacted by
this project?** Wasco County, OR

**What is the
closest and
most impacted
zip code
associated with
this project?** 97058

**Is there a
second zip
code impacted?** No

**How will this
project impact
community
wildfire risk?** This project will reduce wildfire risk by reducing the potential fuel at the two location. Both locations are adjacent to evacuation route and the 3815 Route 30 location is also next to a older population neighborhood. There is a additional risk of the known winds the the Gorge that could exasperate the potential spread of fire.

**How does this
project benefit
socially and
economically
vulnerable
communities,
persons with
limited
proficiency in
English or
persons of
lower income
as defined in
ORS 456.055,
critical or
emergency** 3815 Route 30 location is also next to a older population neighborhood (55 or older) and in the vicinity of Wahtonka Community School that serves children of migrant workers during harvest season.
2705 E 2nd St is next to Union Pacific Railroad and near Flagstone Senior Living and our Dispatch Backup Center

infrastructure or schools, hospitals or facilities that serve seniors?	
Total Funds Requested for this single project	34000
Describe the budget details for this project	Brush, shrub and tree removal at 3815 Route 30, reducing the wildfire fire risk on the west side of The Dalles. Brush, shrub and tree removal at 2705 E 2nd St, reducing the wildfire risk on the east side of The Dalles
Describe how this project is connected to existing community wildfire protection plans (CWPP) and/or other fire adapted programs.	page 94 WH3 – Treat Hazard Fuels in the Wildland Urban Interface Including in The Dalles Municipal Watershed Project: Reduce hazard fuels, educate land owners about hazard fuel reduction Lead partners: RFPD, The Dalles, Emergency Management, County Public Works and Planning Time Frame - 0-3 years County Priority: High
Additional Comments	
Do you want to add a third project?	No
Do you want to add a fourth project?	No
TOTAL GRANT REQUEST including all projects and personnel	112700
CERTIFICATION	<input checked="" type="checkbox"/>

GRANT AGREEMENT

Title: 2023 Community Wildfire Risk Reduction Program (“CWRR”) Grant

Agreement Number: 2023-CWRR-105

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by 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 Wasco County (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on May 31, 2026 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

Pursuant to Section 9 of Oregon Laws 2021, chapter 592 (SB 762) (the “Act”), the Oregon Legislature established the Community Risk Reduction Fund for the purpose of carrying out community risk reduction and the local government financial assistance described in Section 8a of the Act. Section 8a of the Act, in turn, directs OSFM to administer a community risk reduction program that emphasizes education and methods of prevention with respect to wildfire risk, enforcement of defensible space requirements, response planning and community preparedness for wildfires. Section 8 of the Act defines “defensible space” as “a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur.”

This Agreement sets forth the terms and conditions of Recipient’s receipt of a CWRR Grant and includes the following exhibits:

- Exhibit A: Project Description and Reporting Requirements
- Exhibit B: Subcontract Insurance Requirements

SECTION 1 – GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of \$34,000.00 (the “Grant”).

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as OSFM may reasonably require.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys.

Recipient shall use the Grant only for the activities described in **Exhibit A**.

B. RESERVED.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to OSFM all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM reports as outlined in Exhibit A. Recipient shall further provide any related reports and information as OSFM may reasonably request.

D. Insurance. RESERVED.

E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.

- F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Contribution and Recipient Subcontracts.
- 1) Contribution.
 - i. 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.
 - ii. With respect to a Third Party Claim for which the State is jointly liable with 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of 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 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.
 - iii. With respect to a Third Party Claim for which Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), 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 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 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. 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.

- 2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.
 - i. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
 - ii. 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 of the types and in the amounts specified in Exhibit B and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under its 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 OSFM. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when 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 Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

- I. Return of Unexpended Grant Funds. No later than April 30, 2026, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date.

SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OSFM's commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment,

including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OSFM makes no warranty or representation.
- (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OSFM: Grant Manager
 Office of State Fire Marshal
 3565 Trelstad Ave. SE
 Salem, OR 97317
 Ph: 503-779-8364
 Email: osfm.grants@osp.oregon.gov

If to Recipient: Sheridan McClellan
 Emergency Manager
 Wasco County
 511 Washington Street Ste. 102
 The Dalles, OR. 97058
 (541) 980-0200
 sheridanm@co.wasco.or.us

- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon State Police on behalf of Oregon State
Fire Marshal's Office

WASCO COUNTY

By: _____ By: _____

Date: _____ Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Approved via email by Samuel Zeigler on 1/18/2023

Senior Assistant Attorney General

EXHIBIT A - PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

I. Purpose and Scope

The purpose of this Grant is to award dollars for defensible space available to protect people, property, and communities from wildfire through community risk reduction programs and projects. See the 2022 CWRR Grant Application and Manual for more information. The defensible space work needs to match OSFM's standards described at this link: <https://www.oregon.gov/osp/programs/sfm/pages/oregon-defensible-space-code.aspx>

Recipient shall implement the following projects.

- A. Project 1: (\$34,000.00) Recipient shall use grant funds to provide wildfire fuel reduction by removing brush, shrubs and trees at two (2) Wasco County properties that are adjacent to main evacuation routes and residential areas.

II. Reporting Requirements

1. Recipient shall provide OSFM with a progress report in each of the following months: June 2023; December 2023; June 2024; December 2024; June 2025; and December 2025. Recipient shall provide a final progress report no later than April 15, 2026. Each progress report shall include Recipient's updated work plan.
2. Before each reporting month, OSFM will email Recipient a link to the electronic report due for that month.
3. If Recipient completes the Project and expends all Grant funds before March 31, 2026, it may close out the program upon submission of a final report to OSFM.
4. Recipient shall attend a kick-off meeting either in-person or virtual and notification will be sent to Recipient via email with details.

EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Contract and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFM. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractors, 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). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the 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.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering each 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.

EXCESS/UMBRELLA INSURANCE

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OSFM under this Contract and to provide updated requirements as mutually agreed upon by Recipient and OSFM.

STATE ACCEPTANCE:

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



MOTION

SUBJECT: CWRR Grant Agreement

I move to approve the Community Wildfire Risk Reduction Program Grant number 2023-CWRR-105 between the State of Oregon and Wasco County for wildfire fuel reduction.



EMERGENCY MANAGEMENT ITEM

2023 Homeland Security Grant Application

[STAFF MEMO](#)



EMERGENCY MANAGEMENT

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Pioneering pathways to prosperity.

Board of County Commissioners
511 Washington St. Ste 302
The Dalles, OR 97058

2023 Homeland Security Grant application

Each year Oregon receives funding from the Federal Government that support the State Homeland Security Program. The State Homeland Security Grant Program (SHSP) supports implementation of state homeland security strategies to address planning, organization, equipment, training, and exercise (POETE) needs to prevent, prepare for, protect against, and respond to, acts of terrorism and other catastrophic events. Use of SHSP funds must be consistent with, and supportive of, implementation of the State Homeland Security Strategy, the State Preparedness Report (SPR), State Threat and Hazard Identification and Risk Assessment (THIRA), and federal priority areas designated in the FY21 Notice of Funding Opportunity.

For the FY23 SHSP grant cycle, the Oregon Department of Emergency Management allocated funds to counties and tribes based on the methodology outlined on the ODEM Grant website. To support the efforts of all local and tribal homeland security initiatives, each jurisdiction received a base rate of funding. Counties also will receive an increase based on population. Wasco County Sheriff's office is applying for the county allocated amount of \$32, 819. 74 and will apply those funds to the 3rd phase of the Wasco County Communications upgrade project, specifically for 6 portable Harris XL 200p LTE radios. These Harris radios are dual-band type radios (VHF and Digital) and will allow the Sheriff's Office to communicate on State Police and ODOT frequencies, will assist the Sheriff's Office to move their communications capability onto ODOT network and still be communicate with legacy VHF users in the County.

Respectfully,


Sheridan McClellan, Emergency Manager
Wasco County Emergency Management
Email: sheridanm@co.wasco.or.us
Phone: 541-506- 2790



AGENDA ITEM

Executive Session

[PURSUANT TO ORS 192.660 \(2\)\(E\) REAL PROPERTY TRANSACATIONS &
ORS 192.660\(2\)\(N\) SECURITY PROGRAMS](#)
