AGENDA COVER MEMO

Memorandum Date: August 29, 2024

Order Date: September 17, 2024

TO:	Board of County Commissioners
DEPARTMENT:	Lane County Public Works
PRESENTED BY:	Matt Tarnoff, Road Maintenance Planner
AGENDA ITEM TITLE:	ORDER/ In the Matter of Approving an Infrastructure Contract with the Oregon Office of Emergency Management Regarding FEMA Reimbursements for the January 2024 Ice Storm, Incident DR-4768-OR, and Delegating Authority to the County Administrator to Execute the Contract.

I. MOTION

That the contract listed in Exhibit A – September 17, 2024, is approved and the County Administrator is delegated authority to execute the approved contract.

II. AGENDA ITEM SUMMARY

The Board is being asked to delegate authority to the County Administrator to execute and approve an infrastructure contract with the Oregon Office of Emergency Management (OEM) regarding the distribution of FEMA reimbursements in reference to January 2024 Ice Storm response and clean-up work.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

In the past, the Board has a proved similar Infrastructure Contracts as a result of the following relatively recent FEMA declared events:

- Snowstorm, 2019: FEMA Event DR-4432-OR
  - Board Order 19-06-18-03 authorized contract 54804-A0 and County Administrator authority to execute
- Holiday Farm Fire, 2020: FEMA Event DR-4562-OR
  - Board Order 21-01-05-12 authorized contract 55971-A0 and County Administrator authority to execute.

B. Policy Issues

Under Lane Manual sections 20.610, 20.650, and 20.660, the County Administrator's authority to award and execute contracts and to execute amendments to contracts is limited to $150,000 and a three-year term limit, unless an exception applies. The pending or contract, described in the attached Exhibit A, requires delegation of additional authority to the County Administrator for execution.

The attached contract has been submitted by Public Works based upon information submitted by the identified Public Works divisions. To submit such contracts, grants, and amendments, the Department must describe how the agreements meet the criteria for consideration related to:

- Delegating contract signature authority to the County Administrator for contracts funded by grants or State programs.

C. Board Goals

The reimbursements sought through this effort will reinforce the County's Strategic Priority #4, Objective C in that the overall financial stability will be shored up through FEMA's grant program to replace dollars already spent for the overall storm response.

D. Financial and/or Resource Considerations

Road fund operations are primarily supported by Highway Gas Tax and Federal and State grants. FEMA declared events require additional funding sources to allow Lane County to maintain current Road operations.

E. Health Implications

There are no health implications associated with this item.

F. Analysis

The Office of Emergency Management (OEM) with the State of Oregon has the delegated authority to coordinate and distribute reimbursement funding to local agencies for FEMA declared events; the January 2024 Ice Storm that occurred in Lane County is just such an event. As part of the State's procedures to process the grant funding, it is required that the County enter an Infrastructure Contract.

Alternatives/Options

a. Delegate authority to the County Administrator to execute and approve the contractor referenced herein.

b. If the Board does not authorize and approve, then Lane County will not be eligible for FEMA reimbursements.

IV. RECOMMENDATION

It is recommended that the Board approve this request as this contract is a critical piece to receiving reimbursements on resultant expenditures from the January 2024 Ice Storm clean-up efforts.

V. TIMING/IMPLEMENTATION

Upon signing this contract, the document will be submitted to Oregon Office of Emergency Management for full execution.

VI. FOLLOW-UP

No follow-up activities are anticipated with the execution of this contract.

VII. ATTACHMENTS

Board Order 24-09-17-09

Exhibit A – September 17, 2024, OEM Contract

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-09-17-09	In the Matter of Approving an Infrastructure Contract with the Oregon Office of Emergency Management Regarding FEMA Reimbursements for the January 2024 Ice Storm, Incident DR-4768-OR, and Delegating Authority to the County Administrator to Execute the Contract.

WHEREAS, the President of the United States declared that a major disaster existed in the State of Oregon based on damage resulting from the Severe Winter Storms, Storms, Straight-line Winds, Landslides and Mudslides from January 10, 2024, through January 22, 2024; and

WHEREAS, the Oregon Office of Emergency Management (OEM) is authorized by the 2024 FEMA-State Agreement for the Severe Winter Storms, Straight-line Winds, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims; and

WHEREAS, Under the authority of Presidential Major Disaster Declaration FEMA 4768-DR-OR ("FEMA Declaration"), OEM is reimbursing Lane County for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of January 10, 2024 through January 22, 2024, in the manner described within the Infrastructure Contract shown in Exhibit A.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

That the contract in OEM Contract shown in Exhibit A is approved and the County Administrator is delegated authority to sign the approved contract.

ADOPTED this 17th day of September, 2024.

_____

Laurie Trieger, Chair
Lane County Board of Commissioners

Exhibit A

STATE OF OREGON
DEPARTMENT OF EMERGENCY MANAGEMENT

INFRASTRUCTURE CONTRACT 4768-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Department of Emergency Management, hereinafter referred to as "OEM" and Lane County Public Works a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT". This Agreement includes Exhibit A, which is incorporated by reference.

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) April 13, 2028.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Storms, Straight-line Winds, Landslides and Mudslides from January 10, 2024, through January 22, 2024.

WHEREAS OEM is authorized by the 2024 FEMA-State Agreement for the Severe Winter Storms, Straight-line Winds, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4768-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of January 10, 2024 through January 22, 2024, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed, and approved Project Worksheet substantially in the form of the enclosed Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the

incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s). It is the responsibility of the SUBRECIPIENT to notify OEM of project completion.

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4768-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment, or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
   a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a) Payment of claims. For FEMA-4768-DR-OR, that amount is $1,037,000.
   b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Request for Reimbursement Form to OEM, and the subsequent approval by OEM in accordance with OEM Small Project Procedures.

2. Large Projects
   a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).

b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Request for Reimbursement Form, with appropriate supporting documentation, to OEM, upon approval by OEM.

c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST**,** completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4768-DR-OR and the amount(s) approved in the applicable PW. OEM at any time reserves the right to make inspections or hold a retainage of reimbursement during the duration of this Agreement, until final reconciliation at closeout.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.334, Retention requirements for records.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200 Subpart D, Property Standards for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313 Equipment, 314 Supplies and 334 Retention requirements for records, and the following requirements:

   a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.

   b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial

number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

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

d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage or theft shall be investigated.

e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.

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

g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.

2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends $750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/about/what-gao-does/audit-role, and the requirements of Subpart F of 2 CFR Part 200. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes Recipient/Pass-through entity name (OEM), program name, Federal

Listing Number (ALN-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet, OEM is required by 2 CFR 200.332 Requirements for pass-through entities to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts as described in Section 7.0 of this agreement. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its contractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend, or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

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 the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113 Mandatory disclosures.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the 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 subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the 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 cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30-day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206 Appeals and arbitrations, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 120 days of the determination that is the subject of the appeal. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed 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 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 for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. 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.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.

3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation, or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, 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.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is the political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid, and binding obligation of Subrecipient, enforceable in accordance with its terms.

3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations that were in effect at the time of

the Major Disaster Declaration date of April 13, 2024, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4768; Wages, Hours and Records Laws (ORS Chapter 652) Minimum Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.

5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state, and local agencies for the maintenance and operation of such facilities.

6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications, and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state, and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.

7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.

8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.

9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.

10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.

11. The SUBRECIPIENT will comply with all Department of Homeland Security Standard Terms and Conditions in effect on the date of the Declaration, available

at DHS Standard Term and Conditions, which are incorporated by reference into this Agreement.

12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement 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. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than $100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting. – Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects or certain Small projects at discretion of OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. The SUBRECIPIENT is responsible for submitting Quarterly reports after that date and will be due to OEM by July 15, October 15, January 15, and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for or referring to the project.

23.0 INSURANCE

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.

24.0 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 and applications of this Agreement 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.

25.0 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.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

Steve Mokrohisky
County Administrator
125 E 8th Ave
Eugene, OR 97401
541-682-4203

For OEM:

Patence Winningham
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (971) 301-0238

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery.

Notice by facsimile shall be deemed given receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received up a return email or other acknowledgment of receipt by the receiver and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

28.0 SURVIVAL

The following provisions survive the expiration or termination of this Agreement: Sections 7.0, 9.0, 10.0, 16.0, 19.0 and 28.0.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

_____	_____
Patence Winningham, Alternate GAR Department of Emergency Management	Subrecipient Signature
Date: _____	_____ Printed Name
	Title: _____
	Date: _____
APPROVED FOR LEGAL SUFFICIENCY	SUBRECIPIENT - PLEASE PRINT THE FOLLOWING TO EXPEDITE PROCESSING

_____
Sam Zeigler
Assistant Attorney General
By Email

Date: _____

OEM
P. O. Box 14370
Salem, OR 97309-5062
ALN:

Exhibit A
Information Required by 2 CFR § 200.332(a)
This is a subaward to a subrecipient.

1. Subrecipient Name (which must match the name associated with UEI # below):

2. Subrecipient's Unique Entity Identifier (UEI):

3. Federal Award Identification Number (FAIN): 4767DRORP000

4. Federal Award Date: 04/13/2024

5. Sub-award Period of Performance Start and End Date:

   From 01/10/2024 To _____

6. Sub-award Budget Period Start and End Date:

   From 01/10/2024 To _____

7. Total Amount of Federal Funds Obligated by this Agreement: $___

8. Date of Obligation: _____

9. Total Amount of Federal Funds Obligated to Subrecipient by the pass-through entity, including this Agreement: $___

10. Total Amount of Federal Funds committed to Subrecipient by the pass-through entity: $___

11. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

12. Name of Federal awarding agency, pass-through entity, and the contact information for awarding official of the pass-through entity:

    a. Name of the Federal awarding agency: Federal Emergency Management Agency (FEMA)

    b. Name of the pass-through entity: Oregon Department of Emergency Management

    c. Contact information for Awarding Official of the pass-through entity:

       Alternate Governor's Authorized Representative (AGAR) Patence Winningham, 503-378-3434, patence.winningham@oem.oregon.gov

13. Federal Award:

    a. Assistance Listing number and Title: 97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters)

b. Amount: $_____

c. Disaster Declaration Date: 04/13/2024

d. Incident Period: 01/10/2024-01/22/2024

14. Is Award Research and Development? No

15. Indirect Cost Rate: 0%