TILLAMOOK COUNTY
BOARD OF COMMISSIONERS
Mary Faith Bell - Doug Olson - Erin Skaar

BOARD MEETING
Wednesday, July 24, 2024, 9:00 AM

Join In Person:
County Courthouse, Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook

Join Virtually:
tillamookcounty.gov/bocc/page/meetings-agendas-minutes or 1-971-254-3149, ID: 866 914 607#

Additional viewing options are available at tctvonline.com. Closed captioning and translation options are available for recorded videos at *www.youtube.com/@tillamookcounty1434*.

More detailed *meeting instructions* are available at *tillamookcounty.gov/bocc/page/meetings-agendas-minutes*. Call 503-842-1814 or send an email to *helpdesk@tillamookcounty.gov* regarding any meeting technical issues.

MEETING - 2024-07-24 BOCC MEETING AUDIO.MP4

CALL TO ORDER

09:00 a.m.

1. Welcome & Request to Sign Guest List
   02:40

2. Pledge of Allegiance
   02:54

3. Public Comment
   03:08

   Tillamook Urban Renewal Agency's Amendment Request/Justin Aufdermauer, Tillamook Chamber of Commerce

4. Non-Agenda Items: Unscheduled Agenda Item After Item #5/Commissioner Mary Faith Bell
   05:54

PRESENTATIONS AND REPORTS

5. Tillamook Off Road Trail Alliance (TORTA) Presentation/Ron Baker, TORTA Secretary
   06:09

UNSCHEDULED: Consideration of Amendment #3 to #6028, Grant Agreement #2019-P-5 Transient Lodging Tax with Tillamook Off Road Alliance for Destination Management for the TORTA Sector 1004 Project/Rachel Hagerty, Chief of Staff
29:21

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the amendment.

6. Consideration of a Resolution in the Matter of Proclaiming the Approval of the Fourth Amendment (Minor) Adding a Fire Station Project to the Tillamook Urban Renewal Plan/Andrea Goss, Administrator, Tillamook Urban Renewal Agency
31:24

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed #R-24-011.

7. Consideration of Amendment #1 to the State of Oregon Criminal Justice Commission Specialty Court Grant Program Agreement Number SCP-23-39 for the Tillamook County Mental Health Court/Lieutenant Ahnie Seaholm, Sheriff's Office
01:01:40

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Chair signed the amendment.

8. Consideration of an Out-of-State Travel Request for Anna Mitchell to Attend the National Provider Enrollment Conference on Medicare in San Diego, CA on 8/27/2024 - 8/30/2024/Marlene Putman, Administrator, Health and Human Services
01:05:40

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Chair signed the travel request.

9. Consideration of Infrastructure Contract #4768-DR-OR with the State of Oregon Department of Emergency Management for Federal Emergency Management Agency Major Disaster Funding/Chris Laity, Director, Public Works
01:10:45

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Chair signed the contract.

10. Consideration of an Order In the Matter of Increasing Customer Rates for Solid Waste Disposal for Solid Waste Collection Franchisee, Nestucca Valley Sanitary Service/Justin Weiss, Program Manager, Solid Waste
01:14:47

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed Order #24-048, SWSD 24-009.

11. Consideration of Change Order #5 to Contract #5098 Contract for General Services with Christensen Cleaning for Janitorial Services for the Tillamook County Facilities Project/Kevin Jolly, Facilities Supervisor, Facilities Department
01:22:56

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the change order.

12. Consideration of Change Order #4 to Contract #4952 Contract for General Services with Hasco Stations, LLC for the Cardlock Fuel Purchase Project/Shawn Blanchard, Treasurer
01:25:15

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the change order.

13. Consideration of Approval of an Oregon Department of Emergency Management State and Local Cybersecurity Grant Program Number CY22-150 Application for Vulnerability Management Services/Jeff Underwood, Operations Manager, Informational Services
01:27:40

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board approved the grant application.

14. Consideration of Modification #1 to Personal Services Agreement #6572 with Praxis Political for the Public Safety Radio Communications System Bond Campaign/Rachel Hagerty, Chief of Staff
01:30:40

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the modification.

15. Board Concerns
01:34:18

Timber Revenue Replacement Options at Governor's Meeting in August/Commissioner Erin Skaar

OTHER MEETINGS AND ANNOUNCEMENTS

01:35:49

The Commissioners will attend a Tillamook LightWave meeting on **Tuesday, July 23, 2024** at **9:30 a.m.** The teleconference number is 1-253-215-8782, Conference ID: 899 5732 9678.

The Commissioners will hold an executive session on **Tuesday, July 23, 2024** at **3:00 p.m.** pursuant to ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent. The executive session will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The executive session is not open to the public.

The Commissioners will hold a Board Briefing on **Wednesday, July 24, 2024** at **2:00 p.m.** to discuss weekly Commissioner updates. The meeting will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

The Commissioners will hold an executive session on **Monday, July 29, 2024** at **10:00 a.m.** pursuant to ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent. The executive session will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The executive session is not open to the public.

ADJOURN – 10:35 a.m.

BOARD OF COMMISSIONERS' BOARD MEETING

Wednesday, July 24, 2024

	Present	Absent		Present	Absent
Mary Faith Bell	✓		Rachel Hagerty	✓	
Doug Olson	✓		Bill Sargent	✓	
Erin Skaar	✓				

PLEASE PRINT

Name	Email or Address	Item of Interest
Ren Baker	x.r.baker@gmail.com	TORTA
Joanna Stelzig		All things
Justin Aufderhauer		
Anne Seeman		
Justin Weiss		#10

(Please use reverse if necessary)

TILLAMOOK COUNTY BOARD OF COMMISSIONERS' MEETING

WEDNESDAY, JULY 24, 2024

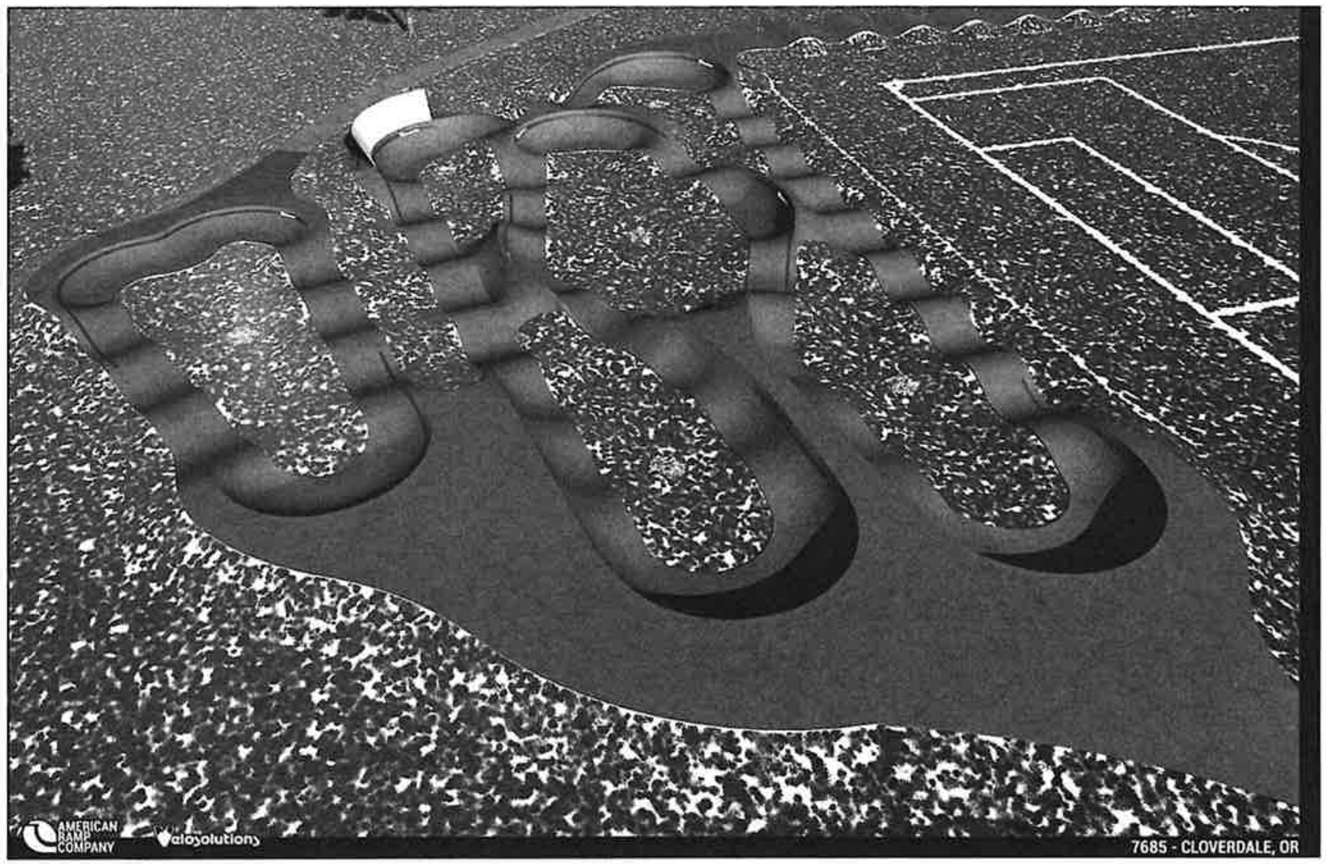
PUBLIC COMMENT SIGN-IN SHEET

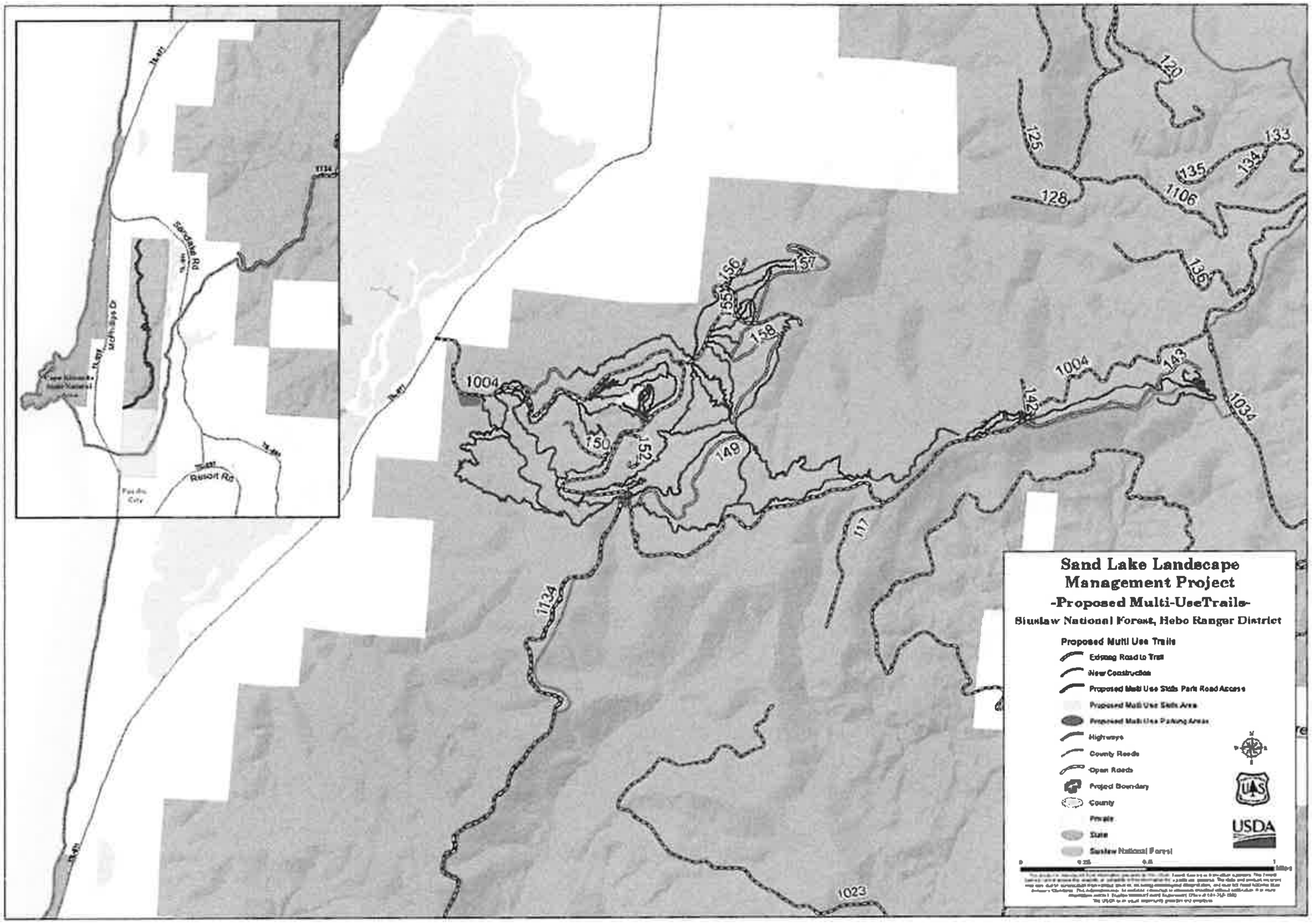
PLEASE PRINT

NAME	AREA OF RESIDENCE	NAME OF ORGANIZATION (IF ANY)	AGENDA ITEM
Justin Aufdermauer	Tillamook, OR		

All kids ride program at Nestucca K-8

Bike Skills park and future pump track at K-8





Sand Lake Landscape
Management Project
-Proposed Multi-UseTrails-
Siuslaw National Forest, Hebo Ranger District
Proposed Multi Use Trails
Existing Road to Trail
New Construction
Proposed Multi Use Skills Park Road Access
Proposed Multi Use Skills Area
Proposed Multi Use Parking Areas
Highways
County Roads
Open Roads
Project Boundary
County
Private
State
Siuslaw National Forest
USDA
Miles
1004
1134
1034
1023
1106
117
120
125
128
133
134
135
136
142
143
149
150
152
155
156
157
158
Sandlake Rd
Resort Rd
McPhillips Dr

APPENDIX B

PLEASE COMPLETE ALL SECTIONS IN YELLOW. WHERE DOLLAR AMOUNT DOES NOT APPLY LEAVE AT $0.00
THIS FORM IS FILLABLE. AMOUNTS & TOTALS WILL CALCULATE AUTOMATICALLY

TILLAMOOK COUNTY TRAVEL AUTHORIZATION 01/01/2024-12/31/2024

Please complete this form and obtain required signatures *before* traveling.

1. Name of Employee/Traveler: ANNA MITCHELL

2. Date: 07/10/2024

3. Training Related/Conference (if yes, attach Agenda): ◉ Yes ○ No

4. Airfare/Railfare: $ 321.09 Confirmation Number:

5. Name of Conference or Training: NPEC - NATIONAL PROVIDER ENROLLMENT CONFERENCE MEDICARE

6. Conference/Training Cost: $ 0.00

7. Itinerary:
Destination (City, State): SAN DIEGO, CALIFORNIA B4
Est. Departure Date: 8/27/2024 Time: 6:00AM
Est. Return Date: 8/30/2024 Time: 8:PM

8. Lodging Reservation Information:
Hotel Name: HORTON GRAND HOTEL
Address: 311 ISLAND AVE
SAN DIEGO, CA 92101
Phone number: 619 544-1886
Confirmation Number:

9. Miscellaneous Expenses:
(Identify Specific Expenses: Taxis, Shuttles, Etc.)
a. TAXI'S X2 $ 132.76 c.
b. PARKING AT AIRPORT $ 60.00 d.

10. Lodging Rate:
Amount per Night: $ 180.43
Tax per Night: $ 49.97
Total per Night: $ 230.40
Number of Nights: x 3
Total Lodging: $ 691.20 36

11. Meals: **(Please CHECK which rate you are using in ONE box below)**
Daily Meal Rate without receipts (See policy):
CONUS Rate with detailed receipts and accounting:

*Daily Rate: $ 59.00 *(Standard rate or City Conus Rate)

	# of Meals	x Rate	Total
Breakfast:	4	$ 11.80	$ 47.20
Lunch:	4	$ 17.70	$ 70.80
Dinner:	4	$ 29.50	$ 118.00
		Total Meals:	$ $ 236.00

12. Cost of Trip:
Airfare/Railfare: $ 321.09 19
Lodging: $ 691.20 .36
Meal Per Diem: $ 236.00
Personal Car Miles: $ 112.56
Training/Conference Cost: $ 0.00
Miscellaneous: $ 192.76
Total Not To Exceed: $ 1,553.61

13. Personal Car Miles IRS Rate Total
Total miles round trip: 168.20 x 0.67 $ $ 112.56

14. Purpose of Trip (Be Specific):
CREDENTIALING MEDICARE REGULATIONS CONFERENCE

Hotel close to event & other peers
Staying there as well

15. Approved for Payment:
Meal Per Diem: $ 236.00
Personal Car Miles: $ 112.56
Misc: $ 192.76
Lodging: $ 691.20 .36

Transportation: $ 321.09 .19
Training/Conference: $ 0.00
Total $ 1,553.61

16. Employee/Traveler Signature: Anna Mitchell *Date:* 07-12-24

17. Department Head/Designee Signature: Marlene Putman *Date:* 07-10-24

18. Board of Commissioner's Signature (Required for Out-Of-State) *Date:*

Rev. 12/14/23

APPENDIX A

Travel Expense Overview

All employees and volunteers are subject to Tillamook County Travel Policy

Travel reimbursement is intended not to be a supplement to income, but to compensate for your reasonable expenses while traveling on County business. Employees should be conservative in their use of expense reimbursement.

Expense	Policy	Taxable / Nontaxable
Commercial Lodging	Limited to the maximum government (GSA) rate for single occupancy, for lodging city. Confirmation and check out receipt required. More than 50 miles from home or workstation, whichever is closer to destination.	Nontaxable if a substantial rest/sleep period between home and event is required. If your lodging is at the event site, or recommended by event host, lodging limits are waived for standard room.
Breakfast Per Diem	20% of Daily Meal Rate	Receipts are not required if meals do not exceed these limits. Limit includes tips and incidentals. When overnight - Nontaxable When not overnight - Taxable
Lunch Per Diem	30% of Daily Meal Rate	
Dinner Per Diem	50% of Daily Meal Rate	
Daily Meal Rates	**Primary Destination** — **Daily Meal Rate** Standard rate — $59 Beaverton — $64 Bend / Sunriver — $64 Clackamas — $64 Eugene/Florence — $64 Lincoln City — $69 Portland — $74 Seaside — $69	Standard rate will apply if lodging city is not listed.
When Cost of Meals Exceed Per Diem on Overnight Travel	Subject to approval. Submit original detailed restaurant receipts and clear explanation of circumstances with Travel Expense Detail. The Department Head or Elected Official will make the decision on what expense is justified, within CONUS rates.	If detailed on restaurant receipt and under Federal Rate for lodging city - Nontaxable If no detail on receipt or over Federal Rate for lodging city - Taxable
27 - 30th **Breakfast Reimbursement** 4	**Departure time required - prior to 6 am** County will not reimburse breakfast if 6 am departure is not necessary to reach destination in a safe and timely manner.	When overnight - Nontaxable When not overnight - Taxable
11 **Lunch Reimbursement** 11	**Departure time required - prior to 11 am** To claim a non-taxable lunch expense a traveler must be involved on overnight travel (either the night before or the night after the lunch).	When overnight - Nontaxable When not overnight - Taxable
11 **Dinner Reimbursement** 11	**Return time required - after 7:00 pm** Late arrival to work station/home must be due to uninterrupted travel. Should a traveler stop or be delayed for any reason other than County business, the traveler will not be eligible for dinner reimbursement for that day.	When overnight - Nontaxable When not overnight - Taxable
Inclusive meals	Per Diem claim cannot be made for meals that are included in registration fee or included in hotel amenities.	
Personal Vehicle Mileage	Reimbursed at current IRS Rate	2024 rate = .67 per mile
Local Mileage	With authorization- Employees are encouraged to use County vehicles whenever possible. Reimbursement from work station or home, whichever is closer to destination, following shortest route. County employees not eligible to drive a County vehicle (per policy) will not be reimbursed.	Paid for mileage following the shortest distance from regular workstation to alternate workstation only. - Nontaxable
In-State Mileage	With authorization— Reimbursement from work station or home, whichever is closer to destination, following shortest route.	
Out of State Mileage	With authorization— Reimbursement from work station or home, whichever is closer to destination, following shortest route. Limited to Airfare Coach Rate for same distance. County vehicle use to be approved by Risk Manager.	
REWARDS CARDS NOTICE	No personal Reward Cards are to be run in conjunction with purchases from County funds. Per ORS 244.040. Any reimbursement containing a rewards card bonus will be taxed where appropriate.	Taxable
Travel Advances	Amount of Advance Per Diem is based on Daily Meal Rate for lodging city. If lodging city is not listed, the standard rate will apply. If documentation is required and not submitted ten (10) days after travel end date, entire amount becomes taxable.	To obtain Advance Meals and Hotel: Submit claim voucher(s) along with: Appendix B and documentation from organizer verifying the time, place and business purpose of the trip for each check.
	Substantiated is defined as: Submission of travel form(s), detailed receipts as required, and documentation from organizer verifying the time, place and business purpose of the trip.	Traveler will permanently lose the Travel Advance privilege if travel is not substantiated in a timely manner.

Google Maps 2204 4th St, Tillamook, OR 97141 to 2204 4th St, Tillamook, OR 97141 Drive 168 miles, 3 hr 7 min

2204 4th St
Tillamook, OR 97141

Take 4th St to OR-6 E

46 sec (0.1 mi)

1. Head east on 4th St toward Madrona Ave

466 ft

2. Turn left at the 2nd cross street onto Nestucca Ave

269 ft

Continue on OR-6 E to your destination in Portland. Take exit 24A from I-205 N

1 hr 30 min (82.9 mi)

3. Turn right onto OR-6 E

1.6 mi

4. Continue onto OR-6 E

49.3 mi

5. Merge onto US-26 E

19.8 mi

6. Use the right lane to take exit Salem to merge onto I-405 S

1.4 mi

7. Use the right 2 lanes to take the exit toward Seattle/The Dalles/Interstate 84 E/Interstate 5 N

0.5 mi

8. Merge onto I-5 N

0.4 mi

9. Use the right 2 lanes to take exit 300 for I-84 E/US-30 E toward Portland Arpt/The Dalles

1.1 mi

10. Continue onto I-84 E/US-30 E

5.8 mi

11. Take exit 8 to merge onto I-205 N toward Seattle/Portland Arpt

2.2 mi

12. Use the 2nd from the right lane to take exit 24A toward Airport Way W/Portland Arpt

0.8 mi

13. Use the left lane to merge onto NE Airport Way

1 min (0.8 mi)

1 hr 32 min (83.9 mi)

Portland International Airport
7000 NE Airport Way, Portland, OR 97218

Follow NE 82nd Way to US-30BYP E/NE Killingsworth St/NE Lombard St

4 min (1.7 mi)

14. Head northwest on NE Airport Way

59 ft

15. Slight left toward NE 82nd Way

0.1 mi

16. Continue onto NE 82nd Way

1.5 mi

17. Sharp right onto NE 82nd Ave

0.1 mi

Take US-26 W and OR-6 W to Goodspeed Pl in Tillamook

1 hr 29 min (82.0 mi)

18. Turn right onto US-30BYP E/NE Killingsworth St/NE Lombard St

0.7 mi

19. Turn right to merge onto I-205 S toward I-84/Oregon City/Salem

2.0 mi

20. Take exit 21B to merge onto I-84 W/US-30 W toward Portland

5.4 mi

21. Use the left 2 lanes to merge onto I-5 S

1.5 mi

22. Use the left lane to take the I-405 exit toward US-26/Beaverton

0.3 mi

23. Continue onto I-405 N

0.7 mi

24. Use the right 2 lanes to take exit 1D for U.S. 26 W toward Beaverton

0.5 mi

25. Continue onto US-26 W

20.2 mi

26. Slight left onto OR-6 W (signs for Banks/Tillamook)

49.2 mi

27. Slight right

0.4 mi

28. Continue onto OR-6 W

1.2 mi

Take 3rd St to 4th St

1 min (0.3 mi)

29. Turn left onto Goodspeed Pl

282 ft

30. Turn right onto 3rd St

0.1 mi

31. Turn left onto Ocean Ave

171 ft

32. Turn right onto 4th St
Destination will be on the right

0.1 mi

1 hr 35 min (84.1 mi) 1 Way

noridian Medicare
Healthcare Solutions

Medicare

Providing high quality administrative services to Medicare since 1966

NPEC
NATIONAL PROVIDER ENROLLMENT CONFERENCE
65 Million Patients. 2.7 Million Providers. ONE Mission.

SAVE THE DATE

August 28-29, 2024

San Diego Convention Center

Schedule | Registration For

There is **No Registration Fee** for this event.

Photo Courtesy: San Diego Convention Center Corpor

noridian Medicare
Healthcare Solutions

Medicare

Providing high quality administrative services to Medicare since 1966

NPEC
NATIONAL PROVIDER ENROLLMENT CONFERENCE
65 Million Patients, 2.7 Million Providers, ONE Mission

SAVE THE DATE
August 28-29, 2024
San Diego Convention Center

Schedule | Registration For

Schedule

Day 1 - August 28, 2024

Need overnight 8-27

(**Note:** All times listed are Pacific Time.)

6 a.m. - 8 a.m.	Registration	N/A	N/A
8:15 a.m. - 9:30 a.m.	Keynote	TBD	TBD
9:30 a.m. - 9:45 a.m.	Break	N/A	N/A
9:45 a.m. - 11:45 a.m.	Keynote Continued	TBD	TBD
11:45 a.m. - 1 p.m.	Lunch (**Note:** Food is not provided at the conference. There are many dining options just outside of the convention center.)	N/A	N/A
1 p.m. - 2 p.m.	Maintain Compliance with Enrollment Requirements	TBD	TBD
2 p.m. - 3 p.m.	New and Proposed Provider Enrollment Regulations	TBD	TBD
3 p.m. - 3:15 p.m.	Break	N/A	N/a
3:15 p.m. - 4:30 p.m.	Customer Service	TBD	TBD

4:30 p.m. - 5 p.m.	Open Session/Close Day 1	TBD	TBD
5 p.m. - 7 p.m.	Provider Reception	N/A	N/A

Note: MAC/CMS/CGI Booths will be open from 1 p.m. - 5 p.m.

Day 2 - August 29, 2024

(**Note:** All times listed are Pacific Time.)

8:30 a.m. - 10 a.m.	PE 101 Part 1	TBD	TBD
8:30 a.m. - 10 a.m.	Certified Providers/SNF	TBD	TBD
10 a.m. - 10:15 a.m.	Break	N/A	N/A
10:15 a.m. - 12 p.m.	PE 101 Part 2	TBD	TBD
10:15 a.m. - 12 p.m.	Scenario Session - Clinic/Group	TBD	TBD
Noon - 1:15 p.m.	Lunch (**Note:** Food is not provided at the conference. There are many dining options just outside of the convention center.)	N/A	N/A
1:15 p.m. - 2:30 p.m.	PE 101 Part 3	TBD	TBD
1:15 p.m. - 2:30 p.m.	DME Enrollment	TBD	TBD
2:30 p.m. - 2:45 p.m.	Break	N/A	N/A
2:45 p.m. - 3:45 p.m.	PE 101 Part 4	TBD	TBD
2:45 p.m. - 3:45 p.m.	Provider Enrollment Site Visits	TBD	T

3:45 p.m. - 4 p.m.	Break	N/A	N/A
4 p.m. - 4:30 p.m.	Open Session/Close Day 2	N/A	N/A

lote: MAC/CMS/CGI Booths will be open from 8:30 a.m. - Noon and 1:15 p.m. - 4:30 p.m.

lote: Times and session rooms are subject to change.

\ctivity Descriptions

(eynote

lear directly from the leadership of CMS' Provider Enrollment & Oversight Group on how enrollment works, revalidation, how CMS protect: ıe program, and how to avoid potential sanctions.

/laintain Compliance with Enrollment Requirements

lear directly from CMS' Provider Enrollment & Oversight Group during an in-depth session designed to keep you informed about provider nrollment reporting requirements and how to avoid potential sanctions, including specific case examples.

lew and Proposed Provider Enrollment Regulations

lear directly from CMS' Provider Enrollment & Oversight Group on new and proposed regulations impacting provider enrollment.

;ustomer Service

lear directly from CMS' Provider Enrollment & Oversight Group and Medicare Administrative Contractors about their outreach/education nd customer services options.

)pen Session/Close Day 1

ɩuestions and Answer with CMS Panel

›E 101 Part 1

his session is designed for beginners and will provide an introduction to Medicare and a basic overview of the enrollment process. Learr bout the National Provider Identifier (NPI) and the different CMS 855 enrollment applications.

;ertified Providers/SNF

his session will focus on enrollment policies related to certified provider/suppliers with an emphasis on emerging policies for Skilled lursing Facilities (SNFs).

›E 101 Part 2

'art 2 of the Provider Enrollment 101 session will focus on the enrollment application submission process and how the Medicare .dministrative Contractors (MACs) screen and verify your enrollment application.

;cenario Session - Clinic/Group

his session is designed to walk you through a common enrollment scenario for a clinic/group practice. Be ready to interact with the

·E 101 Part 3

'art 3 of the Provider Enrollment 101 session will cover application finalization. Also learn about new provider enrollment policies that ould impact you.

)ME Enrollment

his interactive session is designed to navigate you through the DME enrollment process with a concentration on the DME supplier tandards, site visits, and DME accreditation.

›E 101 Part 4

his session will focus on setting up access to and using the Provider Enrollment, Chain and Ownership System.

›rovider Enrollment Site Visits

his session is focus on the implications of the provider enrollment site visit.

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY
platinum ISO 9001:2015 CERTIFIED
CMS CENTERS FOR MEDICARE & MEDICAID SERVICES

183.60
183.60
174.25

Other Peers staying
& close to event 3X

541.45

TAX - 68.75
81.15

691.34

Your Reservation
Step 2/2 | Check-out

Billing Information

Been here before?? Click here

First Name *

Last Name *

Email Address *

☐ Enroll in The Guestbook (https://www.hortongrand.com/Specials/rewards) now for your choice of: **$27.07** Cash Back, **$27.07** Cash for a Cause, or **$81.22** Cash Forward (Terms of Use (https://theguestbook.com/terms)).

Treat yourself to an upgrade and enjoy the extra comfort

Upgrade to: 1 King Bed Room with Balcony

Upgrade to: Premier Suite w/Balcony (Renovated)

193.28 x 3
x 27.05

Your R

Room details →

+ $ 9.92
Avg. per night

Room details →

+ $ 58.65
Avg. per night

Prepare Your Stay

A special request to make to the hotel?

Your request will be forwarded after your booking.

Note: These are not guaranteed.

Comments

Policies

Guarantee Cancellation

All reservations require a valid credit card with expiration date at the time of booking. Government-issued photo identification and a credit card will be required at check-in.

Your Reservation

Payment Details

Pay with Credit/Debit Card

A valid form of payment must be presented at check-in.

Name on Card *

Full name on the credit card

Card Number *

Enter card number

Expiration Date *

MM

YY

☐ Notify me about special offers

Total

Taxes Included

$ 691.36

BOOK NOW

Alaska
AIRLINES

* Required

Passenger information

Name: Anna Mitchell
MP# Alaska Airlines 275716350

Flight	Seat
PDX-SAN	24F
SAN-PDX	25A

** If requested seats are not available, the next best will be reserved.

Flights

Flight	Departs	Arrives
Alaska 1296 Main (G) | Nonstop | Details Distance: 933 mi | Duration: 2h 32m	Portland, OR (PDX) Tue, Aug 27 10:30 am	San Diego (SAN) Tue, Aug 27 1:02 pm
Alaska 1297 Main (N) | Nonstop | Details Distance: 933 mi | Duration: 2h 34m	San Diego (SAN) Fri, Aug 30 2:02 pm	Portland, OR (PDX) Fri, Aug 30 4:36 pm

Price for 1 passenger
$321.19

View taxes, fees, and charges

Highly Recommended: Protection for your trip to San Diego

Alaska AIRLINES

Get peace of mind on your trip to San Diego — make sure you are protected.

*** Required:** Select Yes or No to continue

Highly Recommended

Yes — Add protection for **$22.75** total.

Compensation
Up to 100% reimbursement for a covered trip cancellation or interruption

Peace of mind
Protection for covered travel and baggage delay expenses

Reliable benefits
Get cash back if your personal belongings are lost, stolen, or damaged

Help when you need it
24/7 assistance in the event of a travel or medical emergency

No — I choose not to protect my $321.19 purchase. I understand by declining protection I may be responsible for non-refundable expenses.

31,403 guests protected their trip in the last 7 days

Recommended/offered/sold by Allianz Global Assistance. Underwriter: Jefferson Insurance Company or BCS Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. Plan & Pricing details, disclosures, Coverage Alerts

Support carbon reductions

EVERGREEN

Join us on our EverGreen journey by making air travel more sustainable with Sustainable Aviation Fuel (SAF), which converts common waste into fuel and can reduce lifecycle carbon emissions by up to 80%. When you purchase SAF, you're helping reduce the environmental impact of flying and **you'll earn 500 Elite-Qualifying Miles per $100 spent.**

Select the option that works best for you:

Accepted forms of payment include Visa, Mastercard, American Express, and Diners Club.

○ **5% Reduction** **$23.47**	○ **10% Reduction** **$46.63**	○ **20% Reduction** **$92.95**
Estimated carbon reduction is 102.1 lbs of CO_2e.	Estimated carbon reduction is 204.19 lbs of CO_2e.	Estimated carbon reduction is 408.36 lbs of CO_2e.

○ **No thank you, maybe next time**

How are carbon emissions calculated?

Powered by CHOOOSE

SAF environmental attributes are sold by CHOOOSE and subject to its terms and conditions. SAF contributions are non-refundable and include service fees charged by CHOOOSE. Your purchase supports the use of SAF across Alaska Airlines' operations but your contribution is not directly linked to the fuel used or to emission reductions for your booked flight(s).

Price summary

Airfare

Anna Mitchell	$321.19
Airfare including taxes, fees and charges	
Total	$321.19

Each ticket will be a separate charge on your credit card statement.
Free cancelation within 24 hours of purchase.

Wallet and certificates

Why can't I use these funds?

☐ Use wallet funds: $0.00
Terms and conditions

☐ Use certificates or gift cards (not deposited in a wallet account)

Total **$321.19 USD**

Currency converter

Alaska AIRLINES

How would you like to pay?

PAY IN FULL

$321.19

PAY MONTHLY uplift

from $34/month

Credit card information

Billing

Card type*

VISA

UATP

Alaska Airlines commercial account

Click to pay

Card number*

Expiration*

Month

Year

Security code*

Name on card*

Save card

Billing address

Country*

United States

Address line 1*

Address line 2

Zip/postal code*

City*

State/province*

Select

Card holder phone number

Use another phone number

◉ 503-812-5820 S

By purchasing, I agree to the rules and restrictions, hazardous materials restrictions, privacy notice, and website terms of use.
See terms below.

Total: $321.19 **PURCHASE**

Rules and restrictions

We recommend bringing your digital or printed boarding pass to the airport.

▼ Fare rules

- This ticket is nonrefundable.
- Fares and availability are subject to change without notice until purchased.
- If you are unable to travel, you must notify us before the flight departs. If you do not, we will cancel your trip and your fare will not be available for future use.
- View all fare rules

▼ Change and cancelation policy

- For tickets purchased 24 hours or more prior to your scheduled departure time, you may also cancel and refund it to the original form of payment within 24 hours of the original purchase.
- Additional fares and taxes may apply.
- Any changes and cancelations must be made prior to the scheduled departure time.

▼ Baggage policy

Alaska AIRLINES Where we fly

Flights to countries | Flights to cities | Country to country flights | City to city flights | Flights from cities | Flights from countries

Notice indicator that this external link may not follow the same accessibility or privacy policies as Alaska Airlines.

Notice indicator to alert users that action will result in the browser opening a new tab or window.

$15.00 x 4 = 60.00
parking

FLYPDX

each parking product on this page

Payment Methods: PDX accepts cash, debit cards, American Express, Discover, MasterCard and Visa

For additional assistance, the PDX Information Office is available daily from 6am to 11:30pm. Call or text

Short Term $4/hr $30/Day

Long Term $4/hr $24/Day

Economy $4/hr $15/Day

Open

Free parking shuttles run regularly to the main terminal every 7-9 minutes from 4:30 a.m. – midnight, and every 15 minutes from midnight to 4:00 a.m.

- Free jump starts & flat tire assistance
- Handicap Accessible
- 7,800 public parking spaces
- Located near I-205 off of Airport Way
- Free shuttle to terminal (takes about 7-10 minutes)
- 30 electric vehicle charging stations near Rod F and shelters
- 7th day free

View parking shuttle arrival times and live map

Valet $10/hr $45/Day

— CALCULATE PARKING COSTS —

Entry Date	Entry Time
09/27/24	AM
Exit Date	**Exit Time**
09/30/24	5:00 AM

Calculate

Short Term	Long Term	Economy	Valet
[illegible]	[illegible]	$45.00	[illegible]

Calculations are provided for estimation purposes only and are based on time of entry, not entry date.

— PARKING VIRTUAL TOURS —

Short Term Garage

Long Term Garage

Economy Lot

Valet Parking

Cell Phone Waiting Area

One-way Return

San Diego Internat ⇆ San Diego Conven | Tue 27, Aug, 12:00 | Add a return | Search

Policies

✓ **Free cancellation**
Cancel for free up to 24 hours before you go

The latest prices from our trusted partners

We'll assign a local journey provider in the next step

Standard
$66.38
Up to 3 3 suitcases
✓ Free cancellation
Meet and greet

People carrier
$78.99
Up to 4 4 suitcases
✓ Free cancellation
Meet and greet

Large people carrier
$89.43
Up to 5 5 suitcases
✓ Free cancellation
Meet and greet

Show more

Request a child car seat

Add a request

Add a comment for your driver

Let us know about any special requests 0 / 350

E.g. 'Please hold a sign that says...'

Add your flight so the driver knows when to pick you up

The driver can track your arrival and adjust the pick-up time based on when you land.

Start searching for a departure airport

Where are you flying from?

Flying to

San Diego International Airport

Or, enter flight number manually

Continue

OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
State and Local Cybersecurity Grant Program

CFDA # 97.137

Tillamook County

$24,700

Grant No: CY22-150

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through its Department of Emergency Management, hereinafter referred to as "OEM," and the **Tillamook 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 costs of the Project (as that term is defined in Section 4) incurred beginning on **July 1, 2024,** and ending, unless otherwise terminated or extended, on **June 30, 2026** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

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

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed $24,700 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2022 State/Local Cybersecurity Grant Program (SLCGP)

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 Reports.**

a. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 22 SLCGP.

b. Reports are due to OEM on or before the 15th day of the month following each preceding calendar quarter (ending on March 31, June 30, September 30, and December 31).

c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

d. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of a Request for Reimbursement (RFR). Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Operations Center Grant Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at

b. https://www.fema.gov/fact-sheet/department-homeland-security-notice-funding-opportunity-fiscal-year-2022-state-and-local.

b. **Reimbursement Process.**

i. To receive reimbursement, Subrecipient must submit a signed RFR, using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 15 days following each preceding calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.

ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

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

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

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

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

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

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

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

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

   a. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

   b. **NIMS Compliance.** By accepting FY 2022 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

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

8. **Records Maintenance and Access; Audit.**

   a. **Records, Access to Records and Facilities**. Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. 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.

c. **Audits.**

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

   ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

   iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including, without limitation, ORS chapters 279A, 279B, 279C, and that for contracts for more than $150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than $10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

   i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for $100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than $100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.

   ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of $100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

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

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

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

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

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

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

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

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

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

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

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

c. **Subagreement indemnity; insurance.**

i. Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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.

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 in the amounts provided in Exhibit C to this Agreement.

10. Termination

a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:

i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

b. Termination by Subrecipient. Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the Parties.

11. GENERAL PROVISIONS

a. Insurance. The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.

The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement shall be allocated, as between the Parties, in accordance with law by Risk Management of DAS for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to the Agreement agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

b. Reserved.

c. Reserved.

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 Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

h. **Reserved.**

i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.

j. **Reserved.**

k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

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

n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

o. **Survival.** The following provisions, including this one, survive expiration or termination of this Agreement: Sections 8, 9.c. and 11.

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

SIGNATURE PAGE TO FOLLOW

TILLAMOOK COUNTY

By ______________________________

Name ___________________________
(printed)

Executive Director

Date ____________________________

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By ______________________________
Subrecipient's Legal Counsel

Date ____________________________

Subrecipient Program Contact:
Jeff Underwood
Operations Manager
Tillamook County
201 Laurel Ave.
Tillamook, OR, 97141
503-842-1800
jeff.underwood@tillamookcounty.gov

Subrecipient Fiscal Contact:
Shawn Blanchard
Treasurer
Tillamook County
201 Laurel Ave.
Tillamook, OR, 97141
503-842-3439
shawn.blanchard@tillamookcounty.gov

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

By ____________________________

Name _______________________________________
(printed)
Preparedness Section Manager, OEM

Date ____________________________

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General
Date 5/2/23

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

OEM Fiscal Contact:
Grants Accounting
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Grant.Accounting@OEM.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description
Vulnerability management
Vulnerability management services are designed to identify security holes within an organization's IT infrastructure, specifically related to cyber threats. Vulnerability assessment services run a series of diagnostics on entity's devices, applications, and networks, and utilize this data to recommend areas for improvement based on urgency and scope

Objective 3: Mitigation

II. Budget

Budget Categories:		$24,700
Planning		
Organization		
Equipment		
Training		
Exercises	$24,700	
Total Budget		$24,700

EXHIBIT B

Federal Requirements and Certifications

I. General.

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

1 - Hotel and Motel Fire Safety Act of 1990

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

2 - Duplication of Benefits

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

3 - Fly America Act of 1974

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

4 - Lobbying Prohibitions

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

5 - False Claims Act and Program Fraud Civil Remedies

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

6 - Federal Debt Status

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

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

8 - Disposition of Equipment Acquired Under the Federal Award

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

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

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

10 – Copyright

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

11 - Reporting Subawards and Executive Compensation

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

12 - Use of DHS Seal, Logo and Flags

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

13 - Whistleblower Protection Act

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

II Other Applicable Federal Regulations

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

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

2- Universal Identifier and System of Award Management

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

3 - Americans with Disabilities Act of 1990

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

4 - SAFECOM

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

5 - Rehabilitation Act of 1973

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

6 - National Environmental Policy Act

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

7 - Acknowledgement of Federal Funding from DHS

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

8 - USA PATRIOT Act of 2001

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

9 - Age Discrimination Act of 1975

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

10 - Civil Rights Act of 1964 - Title VI

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

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

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

13 - Trafficking Victims Protection Act of 2000 (TVPA)

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

14- Acceptance of Post Award Changes

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

15 - Non-Supplanting Requirement

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

16 - Drug-Free Workplace Regulations

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

17 - 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.

18 - Environmental Planning and Historic Preservation (EHP) Review

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

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

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

20 - Civil Rights Act of 1968

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

21- 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.

22 - 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.

23- Energy Policy and Conservation Act

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

24 - Procurement of Recovered Materials

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

EXHIBIT C
Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. ,Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:

(i) Sub-recipient name (which must match registered name in UEI): Tillamook County

(ii) Sub-recipient's Unique Entity Identifier (UEI): HEMCL199BU17

(iii) Federal Award Identification Number (FAIN): EMW-2022-CY-00070-S01

(iv) Federal Award Date: September 1, 2022

(v) Sub-award Period of Performance Start and End Date: From July 1, 2024, to June 30, 2026

(vi) Sub-award Budget Period State and End Date: From July 1, 2024, to June 30, 2026

(vii) Amount of Federal Funds Obligated by this Agreement: $24,700

(viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: $360,000

(ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: $360,000

(x) Federal award project description: The objective of the FY 2022 EOC Grant Program is to improve EOC operations through funding the EOC projects included in Appendix A of this funding notice. These projects fund equipping, upgrading, and/or construction of emergency operations centers to provide fully capable facilities to ensure continuity of operations and continuity of government in major disasters or emergencies.

(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: Matt Garrett, Interim-Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062

(xii) Assistance Listings Number and Title: 97.137 State and Local Cybersecurity Grant Program; $2,988,286

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: 0

2. Subrecipient's indirect cost rate: 0%

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

##END##