JEFFERSON COUNTY
EMERGENCY MEDICAL SERVICES DISTRICT

360 SW Culver Hwy, Madras, OR 97741

Board Meeting
Agenda

June 8, 2020

MEMBERS PRESENT:

MEMBERS ABSENT:

STAFF PRESENT:

GUESTS PRESENT:

I BOARD BUSINESS

I.A. Call to Order

I.B. Roll Call

I.C. Visitors

ITEM ADDED UNDER NEW BUSINESS,

I.D. Approval of the May 11, 2020 minutes

I.E. Approval of Payment of the Bills for June 2020

I.F. Date of the Next Regular Scheduled Meeting

July 13, 2020

II PUBLIC COMMENT & CORRESPONDENCE

III REPORTS

III.A Staff Report:

III.A.1 Chief's Report: Chief Michael Lepin

- **COVID-19:**

Response Report		
	2019	**2020**
Total Responses for May	**250**	**197**
BLS Calls	38	21
ALS Calls	118	95
Specialty Care Transports	18	19
Driver for AirLink/LifeFlight		3
Non-Transport Calls	**76**	**59**
Agency Assist		
Agency Assist for WSF&S	8	5
Cancellation	2	
Blood Draws		
Fire Standbys	6	13
MVC-Non Injury	7	3
Other	4	2
Welfare Checks/Lift Assist	49	36
Billable Miles	2626.7	1966.9
ProMed Membership	585	533

- **OSAA:**
- **Oregon Office of Rural Health:**

III.B. Volunteer Report: Chief Michael Lepin

III.C. Budget Report: Louise Muir, Budget Officer

	May 2020
Checking Account	$117,781.99
Equipment Fund	$401,310.10
Investment Pool	$496,214.88
Total Balance	**$1,015,306.97**

Budget Hearing Report

III.D. Personnel Report: David Budden, Personnel Officer Report

IV OLD BUSINESS

IV.A – JCEMSD-JCFD#1 Task Force:

IV.B – Air Link:

V NEW BUSINESS

V.A – Life Flight CCT Transport Contract

V.B. – Contract with the Oregon Military Department, OEM

VI GOOD OF THE ORDER

VI.A – Maternity Leave Policy:

VI.B – SDAO Risk Management Training:

VIII MEETING ADJOURNMENT

Meeting Adjourned at _____.

_____

Patricia Neff, Secretary
Secretary, Board of Directors
Jefferson County EMS District
Minutes were taken and prepared by Chelsie Beaver.

JEFFERSON COUNTY
EMERGENCY MEDICAL SERVICES DISTRICT

360 SW Culver Hwy, Madras, OR 97741

Board Meeting

Minutes

May 11, 2020

MEMBERS PRESENT: John Curnutt, Chair; Steve Heydon, Vice-Chair; David Budden, Personnel Officer; Louise Muir, Budget Officer

MEMBERS ABSENT: Patricia Neff, Secretary

STAFF PRESENT: Chief Michael Lepin, P; Chelsie Beaver, EMT, Administrative Assistant; Paul Sumner, Attorney

GUESTS PRESENT: Rick Allen

I BOARD BUSINESS

I.A. Call to Order – Order called at 1906 hours.

I.B. Roll Call – Roll call taken

I.C. Visitors – Rick Allen

I.D. Approval of the April 13, 2020 minutes

A motion was made by Louise Muir to approve the April 13, 2020 board meeting minutes as presented. The motion was seconded by David Budden. The motion passed unanimously.

I.E. Approval of Payment of the Bills for May 2020

A motion was made by Louise Muir to approve the May accounts payables as presented. The motion was seconded by John Curnutt. The motion passed unanimously.

I.F. Date of the Next Regular Scheduled Meeting

June 8, 2020

II PUBLIC COMMENT & CORRESPONDENCE

The District received a 'Thank You' card from Columbia Bank for being a 40 year customer.

III REPORTS

III.A Staff Report:

III.A.1 Chief's Report: Chief Michael Lepin

- **COVID-19:**
  - Jefferson County is working towards reopening and must meet the following criteria:
    - ED visits less than historic average for flu – YES
    - 14-day decline of COVID-19 hospital admissions – YES
    - Able to administer tests at a rate of 30 per 10,000 population per week – YES
    - Sufficient testing sites accessible to underserved communities – work underway with Jefferson County Public Health, Mosaic Medical & Jefferson County Jail.
    - Testing for First Responders & Healthcare Workers – YES
    - Contact Tracing of all new cases – YES
    - Isolation Facilities (hotel rooms) – YES
    - Sufficient Healthcare Capacity for 20% increase – YES
    - Sufficient PPE – YES
  - The District has reached out to Michael Baker of Jefferson County Health Department to let them know JCEMSD can assist with COVID-19 testing
  - Pre-Plan SCMC-Madras ED for possible surge in the future
    - EMS Working in ED
    - ED Staff ride with JCEMSD crew on Critical Care Transports.

Response Report		
	2019	**2020**
Total Responses for April	**229**	**208**
BLS Calls	31	19
ALS Calls	127	110
Specialty Care Transports	17	23
Driver for AirLink/LifeFlight		
Non-Transport Calls	**54**	**56**
Agency Assist		3
Agency Assist for WSF&S	2	3

Cancellation		
Blood Draws		
Fire Standbys	5	11
MVC-Non Injury	9	5
Other		1
Welfare Checks/Lift Assist	38	33
Billable Miles	2225.1	
ProMed Membership	577	484

- **OSAA:** No updates at this time.
- **Oregon Office of Rural Health:** No updates at this time.

III.B. Volunteer Report: Chief Michael Lepin: Volunteers close to becoming operational are allowed back at the station to complete training. All Volunteer activities are still suspended. Operational Volunteers are helping with the Critical Care Ground transports and third out ambulance crews.

III.C. Budget Report: Louise Muir, Budget Officer

	May 2020
Checking Account	
Equipment Fund	
Investment Pool	
Total Balance	

Budget Meeting/Hearing is scheduled for June 8th at 6:00 PM

III.D. Personnel Report: David Budden, Personnel Officer Report

Personnel is stable, looking great.

IV OLD BUSINESS

IV.A – JCEMSD-JCFD#1 Task Force: No updates at this time.

IV.B – Air Link: The District is still waiting for AirLink to correct the contract.

IV.C – South Wasco County Crisis: No change. The District has had no emergency calls to the area.

V NEW BUSINESS

V.A – Analysis of Future Radio Frequency System: The Emergency Agencies in Jefferson County have been putting money aside into a fund to improve our radio frequency system. What we are looking at is a simulcast system that will allow

for any transmission to automatically bounce off the closest and most appropriate repeater out of three, rather than having to manually switch to individual repeated frequencies. The current plan proposal is two digital channels: one for law enforcement and one for Fire & EMS. There are a couple concerns that this analysis is addressing.

1. The Fire Department does not get on the radio much but when they have an event their radio traffic is abundant. This may be difficult for sharing during this time. A solution for this is during major events on this channel, EMS will still be toned out on this channel but then radio traffic after initial dispatch can be moved to the LEO channel. Both Jefferson County Sheriff's Office and Madras Police Department are cooperative of this.

2. The three repeaters may not cover the Ashwood area or Washington Family Ranch. There is a repeater in Ashwood that can be turned on and this will cover the mentioned areas. It will serve as a stand-alone frequency from the simulcast system.

Day Wireless wants to perform this analysis which will map out the best locations for the repeaters, provide costs for 3 or 4 channels, and address areas near Ashwood. They are asking for permission to conduct this analysis at the presented cost of $9,550.00. This expense will be covered by the funds saved for County's future system. After Sheriff Jim Adkins and Undersheriff Marc Heckathorn presenting this to the Board of Commissioners, they approved this expense.

V.B – Health Insurance Premiums: Our premiums have increased 15% this year. This was expected. If we wish not to change anything then we just need to sign the renewal contract.

A motion was made by David Budden to keep the same contract as last year for the employee health insurance. The motion was seconded by John Curnutt. The motion passed unanimously.

V.B – Lot for Station in Culver: Not much discussion has been made as Chief Lepin would like to see what the budget looks like for next year. The City of Culver has a lot that could be used for a second out station for the District, but there is also a proposal to turn that lot into a basketball court. No decisions have been made yet.

VI GOOD OF THE ORDER

VI.A – Maternity Leave Policy: Paul Sumner, Attorney: is in contact with other agencies to see what their policy is for maternity leave.

IV.B – Storage Shed: The shed's floor is deteriorating on the east side. There may be a possibility in saving the roof and walls as we take them down and replace the floor. A budget plan is currently being put together for this project.

VI.C – SDAO Risk Management Training: Chief Lepin will send updates on when resumes.

VIII MEETING ADJOURNMENT

A motion was made by David Budden to adjourn the meeting. The motion was seconded by John Curnutt. The motion passed unanimously.

Meeting Adjourned at 1932 hours.

_____

Patricia Neff, Secretary
Secretary, Board of Directors
Jefferson County EMS District
Minutes were taken and prepared by Chelsie Beaver.

Jefferson County Emergency Medical Services
Profit & Loss Budget vs. Actual
July 2019 through April 2020

	Jul '19 - Apr 20	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5205 · Uncompensated Medicaid GEMT Svc	350,292.58			
5992 · Stop the Bleed	75.00			
5200 · General Revenue	35,390.56			
5910 · Interest Earned	8,279.84	790.00	7,489.84	1,048.08%
5930 · User Fees				
5931 · Recovered Bad Debts	5,999.58			
5930 · User Fees - Other	1,429,841.30	1,430,212.00	-370.70	99.97%
Total 5930 · User Fees	1,435,840.88	1,430,212.00	5,628.88	100.39%
5950 · Sale of Equipment	0.00	840.00	-840.00	0.0%
5960 · Pro Med Sales	24,360.00	20,000.00	4,360.00	121.8%
5970 · Refunds Received	92.00	7,923.00	-7,831.00	1.16%
5980 · Grant Income				
5980.50 · Community Paramedic	0.00	26,250.00	-26,250.00	0.0%
Total 5980 · Grant Income	0.00	26,250.00	-26,250.00	0.0%
5990 · Miscellaneous Income	0.00	5,040.00	-5,040.00	0.0%
5995 · CPR/ACLS Training	795.50			
9000 · Credits				
REIMBURSEMENT CONTRACT	-2,825.52			
9060 · Refund Overpayment	-23,763.40			
Total 9000 · Credits	-26,588.92			
Total Income	1,828,537.44	1,491,055.00	337,482.44	122.63%
Cost of Goods Sold				
50000 · Cost of Goods Sold				
5100 · Medicare Non-Fed GEMT Services	0.00			
Total 50000 · Cost of Goods Sold	0.00			
Total COGS	0.00			
Gross Profit	1,828,537.44	1,491,055.00	337,482.44	122.63%
Expense				
7000 · Materials and Services				
7192 · Stop the Bleed Supplies	1,650.00	2,500.00	-850.00	66.0%
7200 · Bank Fees	55.00			
7201 · Credit Card Fees	3,508.19	1,500.00	2,008.19	233.88%
7136 · Computer Maintenance	5,010.07	2,500.00	2,510.07	200.4%
7080 · Patient Care Items	40,347.28	35,000.00	5,347.28	115.28%
7085 · Office Supply	21,451.12	16,000.00	5,451.12	134.07%
7090 · Uniforms and Laundry	7,446.77	5,000.00	2,446.77	148.94%
7095 · Legal Expense	7,205.00	4,500.00	2,705.00	160.11%
7100 · Vehicle Maintenance	11,922.48	11,000.00	922.48	108.39%
7110 · Audit Expense	19,490.00	23,500.00	-4,010.00	82.94%
7111 · Outside Services	22,083.80	14,000.00	8,083.80	157.74%
7115 · Building Maintenance	8,427.80	7,000.00	1,427.80	120.4%
7120 · Utilities	15,656.26	13,000.00	2,656.26	120.43%
7130 · Insurance	17,380.00	17,382.00	-2.00	99.99%
7135 · Radio Maintenance	1,226.86	2,500.00	-1,273.14	49.07%
7163 · Rent	360.00	200.00	160.00	180.0%
7140 · Training	4,203.98	5,000.00	-796.02	84.08%
7145 · Dispatch	30,999.00	59,001.00	-28,002.00	52.54%
7150 · Pro Med Expense	35.00	500.00	-465.00	7.0%
7155 · Dues and Subscriptions	4,560.55	4,000.00	560.55	114.01%
7160 · Vehicle Fuel	15,094.05	17,000.00	-1,905.95	88.79%

Jefferson County Emergency Medical Services
Profit & Loss Budget vs. Actual
July 2019 through April 2020

	Jul '19 - Apr 20	Budget	$ Over Budget	% of Budget
7165 · Medical Equip. Maintenance	0.00	5,000.00	-5,000.00	0.0%
7170 · Elections	1,829.16	3,000.00	-1,170.84	60.97%
7173 · Community Outreach/Dept Morale	3,422.95	2,000.00	1,422.95	171.15%
7175 · Volunteer Functions, Award	1,115.62	2,000.00	-884.38	55.78%
7180 · Volunteer Contract	0.00	500.00	-500.00	0.0%
7185 · Miscellaneous Expense	1,575.77	4,000.00	-2,424.23	39.39%
7186 · Travel Expenses	2,420.69	4,300.00	-1,879.31	56.3%
7190 · Vaccinations and Certifica	216.77	1,000.00	-783.23	21.68%
7195 · Advertising	418.50	500.00	-81.50	83.7%
4000 · Reconciliation Discrepancies	-632.67			
7500 · Grant Expenses$				
7500.50 · Community Paramedic				
7500.25 · Phone Services	257.20			
7500.50 · Community Paramedic - Other	0.00	500.00	-500.00	0.0%
Total 7500.50 · Community Paramedic	257.20	500.00	-242.80	51.44%
Total 7500 · Grant Expenses$	257.20	500.00	-242.80	51.44%
Total 7000 · Materials and Services	248,737.20	263,883.00	-15,145.80	94.26%
8000 · Capital Outlay				
8010 · Medical Equipment	51,009.02	55,000.00	-3,990.98	92.74%
8030 · Office Equipment				
8030.1 · Office Equip - Comm Paramedic	0.00	5,000.00	-5,000.00	0.0%
Total 8030 · Office Equipment	0.00	5,000.00	-5,000.00	0.0%
8060 · Building Maintenance	1,730.14			
Total 8000 · Capital Outlay	52,739.16	60,000.00	-7,260.84	87.9%
8100 · Debt Services				
8042 · Vehcile Payments	35,530.00	35,000.00	530.00	101.51%
8041 · Interest	3,160.00	7,822.50	-4,662.50	40.4%
Total 8100 · Debt Services	38,690.00	42,822.50	-4,132.50	90.35%
8900 · Other Expenses				
8930 · Other Expense				
Contingency	0.00	0.00	0.00	0.0%
Fund Transfer-Equipment	0.00	0.00	0.00	0.0%
Fund Transfer-Investment Fnd	0.00	35,281.00	-35,281.00	0.0%
Total 8930 · Other Expense	0.00	35,281.00	-35,281.00	0.0%
8950 · Bad Debt	55,726.14			
8960 · Grant-COVID19	865.34			
Total 8900 · Other Expenses	56,591.48	35,281.00	21,310.48	160.4%
6560 · Payroll Expenses				
6100 · Gross Wages	646,247.18	839,540.00	-193,292.82	76.98%
6100.1 · Gross Wages - Comm Paramedic	0.00	24,480.00	-24,480.00	0.0%
6109.1 · Payroll Taxes - Comm Paramedic	0.00	2,244.00	-2,244.00	0.0%
6109 · Payroll Taxes				
6110 · Social Security & Medicare	14,671.93			
6130 · SUTA	5,190.11			
6135 · WBF Assessment	356.65			
6150 · SAIF	16,060.99	20,400.00	-4,339.01	78.73%
6109 · Payroll Taxes - Other	0.00	45,900.00	-45,900.00	0.0%
Total 6109 · Payroll Taxes	36,279.68	66,300.00	-30,020.32	54.72%
6600 · Employee Benefits				
6510 · Health Insurance	111,065.94	127,100.00	-16,034.06	87.39%
6140 · Retirement	108,062.68	100,980.00	7,082.68	107.01%
6515 · Disability	3,129.84			

Jefferson County Emergency Medical Services
Profit & Loss Budget vs. Actual
July 2019 through April 2020

	Jul '19 - Apr 20	Budget	$ Over Budget	% of Budget
6520 · Life Insurance	1,491.84			
6530 · Dental Payments	6,193.40	7,000.00	-806.60	88.48%
6160 · SDI - Other, Life Ins, S/T Dis	0.00	5,000.00	-5,000.00	0.0%
Total 6600 · Employee Benefits	229,943.70	240,080.00	-10,136.30	95.78%
Total 6560 · Payroll Expenses	912,470.56	1,172,644.00	-260,173.44	77.81%
Total Expense	1,309,228.40	1,574,630.50	-265,402.10	83.15%
Net Ordinary Income	519,309.04	-83,575.50	602,884.54	-621.37%
Other Income/Expense				
Other Expense				
Suspense	1,423.58			
Total Other Expense	1,423.58			
Net Other Income	-1,423.58	0.00	-1,423.58	100.0%
Net Income	517,885.46	-83,575.50	601,460.96	-619.66%

GROUND TRANSPORT SERVICES AND LEASE AGREEMENT

THIS GROUND TRANSPORT SERVICES AND LEASE AGREEMENT (this "**Agreement**") is by and between Life Flight Network, LLC, an Oregon limited liability company ("**LFN**"), and Jefferson County Emergency Medical Services District, an EMS agency (**JCEMSD**). Each party may be referred to hereunder as a "**Party**" or collectively as the "**Parties.**"

BACKGROUND

LFN operates an air medical service (and related ground transport service) in Oregon, Washington, Idaho and Montana. LFN is the largest air medical transport program in the Pacific Northwest, with rotor-wing bases located in: Astoria, Aurora, Cottage Grove, La Grande, Newport, Ontario, Pendleton and Redmond, Oregon; Brewster, Coupeville, Dallesport, Kelso, Moses Lake, Port Angeles, Pullman, Richland and Spokane, Washington; Burley, Boise, Lewiston, Rexburg and Sandpoint, Idaho; and Bozeman, Butte and Missoula, Montana, and with fixed-wing bases located in: Aurora and La Grande, Oregon; Dallesport, Moses Lake, Richland and Spokane, Washington; Boise, Idaho; and Butte, Montana.

JCEMSD owns and operates a community ambulance service and provides services and ground ambulances for the local transport of patients in need of ground ambulance services. There may be times when LFN will lease JCEMSD-owned ambulances ("Ground Ambulances") and, using LFN medical personnel, provide patient care. The purpose of this Agreement is to establish the understandings of the Parties with respect to such transports.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

ARTICLE I.
TERM

1.1 Term. The term of this Agreement shall commence on the date this Agreement is signed by the last party to sign it (the "**Effective Date**") and shall remain in effect for one year, unless terminated earlier under Section 1.2. This Agreement will automatically be renewed for additional, consecutive one-year terms, unless either Party notifies the other Party at least 30 days prior to the expiration of the then-current term that it does not agree to an extension of the term.

1.2 Termination. Either Party may terminate this Agreement upon the default of the other Party if the defaulting Party has not cured the default within 30 days of its receipt of written notice of the existence and nature of the default. In addition, either Party may terminate this Agreement without cause upon 30 days' prior written notice.

ARTICLE II.
LEASE

2.1 Lease. JCEMSD hereby agrees to lease to LFN and LFN hereby agrees to lease from JCEMSD, subject to the terms of this Agreement, the Ground Ambulances, each of which shall be duly licensed and equipped for patient transport in accordance with state EMS laws, rules and regulations and shall be operated by qualified JCEMSD drivers for purposes of this Agreement. The Ground Ambulances are and shall at all times be and remain the sole and exclusive personal property of JCEMSD, and LFN shall have no right, title or interest therein except as to the possession and use thereof subject to the terms and conditions of this Agreement.

2.2 Scheduling. LFN shall lease the Ground Ambulances from JCEMSD on an as needed basis, and as mutually agreed. The Parties shall track and document LFN's actual usage of the Ground Ambulances. Delivery of the Ground Ambulances shall be as agreed upon.

2.3 Rental Rate. LFN shall pay JCEMSD a rental rate ("Rental Rate") of $410.00 per transport plus $4.00 per mile for Ground Ambulance for actual miles traveled with a LFN patient on board. The Parties have negotiated this rate on an arm's-length basis.

2.4 Insurance. JCEMSD shall obtain and maintain for the entire term of this Agreement, at its own expense, business auto insurance for the Ground Ambulances for third party liability and physical damage. Liability insurance shall be for minimum amounts of $5,000,000 per occurrence (combined single limit); include LFN as additional insured with waiver of subrogation from the insurance company in favor of LFN and include a clause requiring the insurer to provide at least thirty (30) days prior written notice of cancellation. JCEMSD shall furnish to LFN a certificate of insurance or other evidence satisfactory to LFN that such insurance is in effect provided however that LFN shall be under no duty to ascertain the existence of or to examine such insurance policy or to inform JCEMSD such insurance does not comply with the requirements hereof. JCEMSD further agrees to give LFN prompt notice of any damage to, or loss of, the Ground Ambulances. Each party shall obtain and maintain for the entire term of this agreement, at its own expense, professional liability while the Ground Ambulance is in their possession or control.

2.5 Reimbursement. LFN shall have the sole right and discretion to bill and collect the fees for transports during periods of time when LFN is leasing a Ground Ambulance, and JCEMSD shall not bill any patient or payer, or claim any portion of LFN's collections. JCEMSD's reimbursement shall be limited to the Rental Rate. LFN shall maintain patient care records and JCEMSD shall maintain records relating to vehicle maintenance and driver education. Each Party agrees to make such records available to the other Party as requested for compliance purposes.

2.6 Affirmative Covenants of JCEMSD. During the term of this Agreement, JCEMSD shall:

a) Pay all costs associated with the Ground Ambulances including their maintenance, repairs, fuel and insurance, and keep Ground Ambulances in good operating order and condition.

b) Assume all risks of loss with respect to the Ground Ambulances, including without limitation theft, damage or destruction.

c) Comply with all governmental laws, regulations, requirements and rules pertaining to the Ground Ambulances and JCEMSD's obligations hereunder, all manufacturer's instructions and maintenance agreement or warranty requirements, and the conditions and requirements of all policies of insurance with respect to the Ground Ambulances and this Agreement which are obtained and maintained by JCEMSD.

d) Pay all lawful claims, whether for labor, materials, supplies, rents or services, which might or could if unpaid become a lien on the Ground Ambulances which are imposed due to JCEMSD's failure to perform any obligations or pay any sums due to any party.

e) Pay, when due, all license fees, assessments, personal property or other taxes (excluding sales or use taxes) now and hereafter imposed by any governmental body or agency upon the Ground Ambulances or the use thereof, and taxes, if any.

ARTICLE III.
OTHER TERMS

3.1 Indemnification. Each Party shall protect, defend, indemnify and hold harmless the other Party, its members and their respective parent and subsidiary organizations, agents, officers, directors, assignees and employees (collectively referred to as the "Indemnitees") from and against any and all losses, costs, claims, demands, causes of action, suits, damages and expenses, including reasonable attorneys' fees and costs (collectively referred to as "Claims") suffered by the Indemnitees or brought against the Indemnitees (including Claims by employees of the indemnifying Party or any third parties) as a result of or in any way arising from the performance or non-performance of the indemnifying Party under this Agreement or the negligence, gross negligence or willful acts or omissions of the indemnifying Party, any parent, subsidiary or other related organizations of the indemnifying Party, and/or the agents, employees or contractors, or otherwise of the indemnifying Party or its parent, subsidiary or other related organizations.

3.2 Entire Agreement. This Agreement contains the entire agreement among the Parties relating to the subject matter described in this Agreement, and supersedes any prior contracts or agreements between the Parties.

3.3 Waiver. Compliance with this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by the written agreement of LFN and JCEMSD.

3.4 Notices. Whenever this Agreement requires that a notice be given by one Party to another Party, each such notice shall be given in writing. All notices shall be addressed to such Party at the address of such Party as the Party has provided to the other Party.

All notices, requests, demands, approvals and other communications which are required to be given, or may be given, from one Party to the other Party under this Agreement shall be deemed to have been duly given, received and effective: (i) if personally delivered, on the date of delivery; (ii) in the case of a notice sent by mail, when actually received by the addressee; and (iii) the business day immediately following the day it is sent, if sent for next day delivery to a domestic address by a nationally-recognized overnight courier or delivery service.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles.

3.6 Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and, except as otherwise provided in this Agreement, their respective successors and permitted assigns. Any assignment by JCEMSD is void.

3.7 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and other application thereof shall not in any way be affected or impaired thereby.

3.8 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all the Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

3.9 No Referral Requirement. Nothing herein is intended to require or suggest any utilization of LFN other than as needed for fast, high-quality patient care. In most instances, unless JCEMSD judgment or patient request dictates otherwise, the air ambulance provider should be the closest appropriate and available air ambulance. Further, nothing herein shall be construed as a requirement, express or implied, that JCEMSD shall refer, directly or indirectly, any patient to LFN, or its member organizations, for transport medical services, hospital services, or other services.

3.10 Compliance. In the event either Party reasonably determines that this Agreement is not in strict compliance with applicable law, statutes, rules and regulations including, but not limited to, the laws and rules related to Medicare fraud and abuse, or antitrust, or if any authority commences regulatory and enforcement action, then the Parties shall negotiate any terms of this Agreement to correct the term to secure such

strict compliance. If it is not possible to negotiate such alternative terms, either Party may terminate this agreement on written notice.

3.11 Records Retention. Until the expiration of four (4) years after the furnishing of services provided pursuant to this Agreement, both Parties shall make available to the Secretary of the United States Department of Health and Human Services (the "Secretary") and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of such services, provided that access is required by law and regulations, and further provided that a request for such access complies with the procedural requirements of applicable law and regulations.

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

LIFE FLIGHT NETWORK, LLC,
an Oregon limited liability company

By: _____
Name: Michael Griffiths
Title: Chief Executive Officer

Date: _____

JEFFERSON COUNTY EMERGENCY MEDICAL SERVICES DISTRICT,
an EMS agency

By: _____
Name: Michael Lepin
Title: Chief

Date: _____

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT

INFRASTRUCTURE CONTRACT 4499-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 Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Jefferson County Emergency Medical Services District a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

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) June 30, 2027.

WHEREAS the Nationwide Emergency Declaration issued by the President on March 13, 2020, as a result of Coronavirus Disease 2019 (COVID-19) beginning on January 20, 2020, and continuing, authorizes Department of Homeland Security, Federal Emergency Management Agency (FEMA), to provide appropriate assistance for required emergency measures, authorized under Title V of the Stafford Act, to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the designated areas;

WHEREAS FEMA is specifically authorized to provide emergency protective measures (Category B) not authorized under other Federal statutes, including direct federal assistance, under the Public Assistance program at 75 percent federal funding; and

WHEREAS OEM is authorized by the 2020 FEMA-State Agreement for the Coronavirus Disease 2019 (COVID-19) 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 FEMA and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4499-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for emergency protective measures taken to respond to the COVID-19 emergency during the period of January 20, 2020, and continuing, 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 attached 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).

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-4499-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). For FEMA-4499-DR-OR, that amount is $131,100.
   b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.

2. Large Projects

a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, 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 Disaster Assistance Payment Request, 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-4499-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

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 § 200.333.

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 §200.333 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, 314 and 329, 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 http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200.f. 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: Grantor name (OEM), program name, federal catalog number (Federal

Listings number-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 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) 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 in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. 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.

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, 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 60 days. 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 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, 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, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) 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. Reserved

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. 327-330) 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 to 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. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation 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:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Matt Marheine
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3434
Fax: 503-373-7833

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 when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon 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.

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

Matt Marheine, Alternate GAR Office of Emergency Management Date:	Subrecipient Signature Printed Name: Title: Date:
APPROVED FOR LEGAL SUFFICIENCY	SUBRECIPIENT - PLEASE PRINT THE FOLLOWING TO EXPEDITE PROCESSING
Sam Zeigler Assistant Attorney General By Email DATE: 4/2/20	Federal Tax ID No. (TIN): DUNS #: Organization:
Office of Emergency Management P. O. Box 14370 Salem, OR 97309-5062 CFDA:	Address: Phone:

EXHIBIT A –

Information Required by 2 CFR 200.331(a)(1)

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. Below):

2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):

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

4. Total Amount of Federal Funds Obligated by this Agreement:

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

6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:

   (a) Name of pass-through entity: Oregon Office of Emergency Management

   (b) Contact Information for Awarding Official of the pass –through entity: Andrew Phelps

7. Federal Award:

   (a) Federal Award Identification Number (FAIN): DR-4499-OR

   (b) Disaster Declaration Date: 3/28/2020

   (c) Incident Period: 1/20/2020 -continuing

   (d) Federal Award Date:

   (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:

   (f) Federal Awarding Agency: FEMA

   (g) CFDA Number and Name: Public Assistance Grant, 97.036

   Amount: $

   (h) Indirect Cost Rate: 0

   (i) Is Award Research and Development? Yes X No

*For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

**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 [federal][state] fiscal year.

Exhibit B

P	
Applicant Name:	Application Title:
Period of Performance Start:	Period of Performance End:

Bundle Reference # (Amendment #)	Date Awarded

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4258	-	DR	-OR				
APPLICANT:							WORK COMPLETE AS OF:	
Site 1 of 1								
DAMAGED FACILITY:							COUNTY:	
LOCATION: Current Version:							LATITUDE:	LONGITUDE:
DAMAGE DESCRIPTION AND DIMENSIONS:								
SCOPE OF WORK: Current Version:								
Does the Scope of Work change the pre-disaster conditions at the site? Yes No							Special Considerations included? Yes No	
Hazard Mitigation proposal included? Yes No							Is there insurance coverage on this facility? Yes No	
PROJECT COST								

SAMPLE

Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	$

PREPARED BY	TITLE	SIGNATURE
APPLICANT REP.	TITLE	SIGNATURE

SAMPLE