

**GRANT AGREEMENT**  
**BETWEEN**  
**OREGON DEPT. OF FORESTRY**  
**AND**  
**Tillamook County**

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Oregon Department of Forestry ("ODF"), a department of the State of Oregon Government, and Tillamook County ("Grantee"), a political subdivision of the State of Oregon (collectively, the "Parties" and individually "Party").

**RECITALS**

- A. This Agreement is authorized by ORS 477.406 and ORS 279A.050. ODF will provide grant funds to Grantee under this agreement to implement projects that contribute to communication capability and infrastructure beginning with the signing of this Agreement and completing work by June 30, 2021. Pre-award costs will be allowed back to September 7, 2020 ("Agreement Period")
- B. ODF has been designated by Oregon State Legislature as the oversight state agency that would direct the state allocated funding to Grantee.

NOW THEREFORE, the Parties agree as follows:

**TERMS**

1. **Grant Award.** Grantee agrees to implement communications infrastructure projects described in the Statement of Work and Budget, attached as Exhibit A, and as specified in this Agreement. In return ODF agrees to provide the payment for actual costs of expenditures identified in this agreement according to the Budget, as specified in Exhibit A.

The Grantee agrees that funds provided by ODF will be used only for the work identified in this Agreement.

2. **Statement of Work and Budget.** Grantee agrees to accomplish the work described in Exhibit A attached hereto and by this reference made a part thereof.
3. **Term.** The term of this Agreement shall commence with the signing of this agreement by all Parties and expire on June 30, 2021. Project costs detailed in the approved scope of work and budget, incurred after the pre-award date (September 7, 2020) may be reimbursable. Grantee cannot request reimbursement for any expenses incurred after

June 30, 2021.

**4. Records Maintenance and Access.**

- a. Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
  - b. Grantee will document the expenditure of all grant moneys disbursed by ODF under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.
  - c. The Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the project for the purpose of making audits and examinations.
5. **Payment.** This grant is to reimburse Grantee for actual expenditures incurred pursuant to this Agreement through the end of the Agreement Term. Grantee agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B. Invoicing periods should be monthly or longer.
6. **Reporting.** Grantee shall provide ODF with one final report showing funds expended and work completed. This final report shall include percent complete for each task in the Statement of Work (Exhibit A), describe work completed by the Grantee for each task in the Statement of Work (Exhibit A), and summarize the final outcomes of the completed project. The final report will be due within 45 days following the date of expiration.
7. **Award Closeout.** Grantee will submit to ODF all financial performance documentation, the final report, all deliverables specified in the Statement of Work, and any final reimbursement requests required by the terms of the agreement within 45 days following the date of expiration or termination of this grant.
8. **Public Domain Information.** The project funded by this grant will produce a program model that other entities wanting to promote similar projects may use. Grantee acknowledges that all program model information developed from Agreement funds will become public information subject to the requirements of ORS 192.410 to 192.505.
9. **Modification Provisions.** The terms of this Agreement may be modified by mutual agreement of the Parties. Any modification shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

**10. Termination of Agreement.** This Agreement may be terminated:

- (a) At any time by mutual written consent of all Parties.
- (b) Upon written notice by ODF to Grantee for failure to perform any provision of this Agreement.
- (c) Upon 30 days written notice by the ODF to Grantee for any other reason specified in writing, or
- (d) At any time, upon written notice by the ODF, if ODF lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF, in the exercise of its reasonable administrative discretion, to disburse the grant funds.

**11. Compliance with Laws.** Grantee agrees to comply with all local, state, and federal laws in the execution of this project.

**12. Defense and Indemnification.** Subject to the Oregon Constitution and the limits of the Oregon Tort Claims Act, each Party agrees to hold harmless, defend, and indemnify the other Party, its officers, employees and agents against any and all claims, demands, actions or suits (including all attorneys' fees and costs) arising from this Agreement where the claim, suit, action, loss, damage, injury or liability is attributable to the acts or omissions of the indemnifying Party, its officers, employees or agents.

Nothing in this section shall require a Party to indemnify the other Party from liability arising from the sole negligence of the other Party, its officers, employees, or agents.

**13. Governing Law and Forum.** The Parties expressly agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

**14. Assignment.** This Agreement is non-assignable and non-transferrable.

**15. Contracting.** Grantee, at its discretion, may contract portions of its work under this Agreement without the prior written approval of ODF. Grantee shall require contractor to agree, as to the portion contracted, to fulfill the obligations of Grantee as specified in this Agreement. Grantee shall remain obligated for full performance hereunder, and ODF shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees

that if contractors are employed in the performance of this Agreement, Grantee will follow all required public contracting policies and procedures established by Grantee.

16. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or un-enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the Parties to the maximum extent possible.

17. **Integration.** This Agreement contains the entire agreement between ODF and Grantee and supersedes any, or all, prior written or oral discussions or agreements.

18. **Waiver.** ODF and Grantee shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

19. **Insurance.**

- a) Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, Grantee shall require that all contractors or consultants carry the minimum insurance types and amounts described below.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

- b) If requested by ODF, Grantee shall provide Certificate(s) of Insurance for all required insurance. As proof of insurance ODF has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
- c) Grantee or the insurer must provide at least 30 days' written notice to ODF before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

20. **Notice.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the Parties as follows:

ODF: Jeff Burns  
Interim Partnership & Planning Director  
Oregon Dept. of Forestry  
2600 State Street  
Salem, OR 97310  
(503) 945-7346  
Jeff.d.burns@oregon.gov

Grantee: John D. Spence  
Communications System Administrator  
Tillamook County  
201 Laurel Avenue  
Tillamook, OR 97141  
503-842-3406  
[jspence@co.tillamook.or.us](mailto:jspence@co.tillamook.or.us)

21. **Exhibits Attached.** The following exhibits are attached and incorporated by reference as part of this Agreement:

Exhibit A Statement of Work and Budget  
Exhibit B Sample Invoice

22. **Signatures.** Each party, 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. Each person signing this Agreement represents and warrants having the authority to execute this Agreement.

Oregon Dept. of Forestry

By: [Signature]  
Print: Jeff D Burns  
Title: 6-16-21  
Date: PEP Director

Tillamook County

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Grant No: \_\_\_\_\_  
Project Name: Tillamook Interoperable Communication Upgrade  
Award Amount \$244,250.30

Reviewed by the Oregon Department of Justice (approval via Email in lieu of signature)

\_\_\_\_\_  
Matt B. DeVore

\_\_\_\_\_  
Date

## **Exhibit A**

### **Statement of Work and Budget**

#### **ODF – Tillamook County - Agreement**

##### **1.0 Overall Project Administration**

Tillamook County will establish and maintain records, files, and any other materials necessary to track project implementation and expenditure of project funds. Tillamook County will participate in project management conference calls, meetings, etc. as scheduled by ODF. Tillamook County will provide information requested in a timely manner for completion of regular reporting.

##### **2.0 Project Overview**

The goal of this project is to replace or upgrade public safety emergency communication systems damaged or compromised by the 2020 Labor Day fires. During the 2020 Labor Day fires, Tillamook County first responder agencies, as well as agencies from neighboring counties, had difficulty receiving communications and dispatches. The goal of this project is to construct a high quality, interoperable regional emergency communication system. The project would upgrade communication systems by purchasing gain antennas to collect inbound communications from ground units to mountain top repeaters at the Mt. Hebo Southpoint site and the L190 Bewley Creek site. The project would replace the Mt. Hebo generator and purchase a backup generator for the L190 Bewley Creek site. The project would expand reliable emergency communications by upgrading countywide radio systems in fire districts and at the Tillamook County Justice Center, which is a community hub for law, fire personnel and medical needs. A microwave/VHF backhaul hardware would be procured to integrate into the Tillamook County Emergency Radio Upgrade.

##### **3.0 Tasks, Deliverables and Time Line**

The work to be performed under this Agreement will begin on the effective date of the Agreement, allowing for pre-award costs back to September 7, 2020 and end by **June 30, 2021**. Specific tasks to be completed by Tillamook County under this agreement are listed below with associated deliverables and timeline.

###### **A. Task #1: Engineering services to overhaul first responder radio system**

**Task #1 Timeframe: May 1, 2021 – June 30, 2021**

**Detailed description of Task #1:** Funds will allow Tillamook County to pay for personal services of Federal Engineering to develop the proposal requirements and functional specifications for the County's inclusion in their Request for Proposals for the procurement,

design, and implementation of a new VHF P25 simulcast trunked radio system. The services are further described in Phase III of Tillamook County Personal Services Agreement #5052.

**B. Task #2 Mt. Hebo Southpoint**

**Task #2 Timeframe:** May 1, 2021 – June 30, 2021

**Detailed description of Task #2:** Mount Hebo Southpoint installation: Procure RFI receiver antenna for channels for Fire Command South, Fire TAC 3 South, Tillamook County Sheriff's Office Primary and Secondary, and Tillamook County Public Works. Replace generator because current generator cannot support system at full load.

**C. Task #3: L190 Bewley Creek**

**Task #3 Timeframe:** May 1, 2021 – June 30, 2021

**Detailed description of Task #3:** L190 Bewley Creek: Procure RFI receive antenna for channels for Fire Command Central, Fire TAC 2 Central, and Tillamook County Sheriff's Office primary operations channel. Purchase backup generator as stand by replaced for DC only site (sole primary power source and only runs 4 hours per day).

**D. Task #4: Purchase compatible, upgraded emergency communications equipment**

**Task #4 Timeframe:** May 1, 2021 – June 30, 2021

**Detailed description of Task #4:** Purchase 1 satellite phone; 1 Gamin GPS Unit with pre-loaded maps of Oregon; 3 radios and amplifiers and power supplies for backup in dispatch; purchase Omni Antennas for hot spot for emergency failures; 12 King KPG2 radios for county fire districts with mutual aid to set up in Operations Center; Radio Frequency Analyzer for inhouse troubleshooting of radios systems; 12 Kenwood radio kits with antenna, high capacity batteries, rapid charger and mics for countywide aging cache; analog/digital repeater system for Tillamook Justice Center; CREWFORCE platform as app for FIRE, EMS and LAW applications so that they run on phones for 911 dispatch; Base station radio console through Day Wireless for 911 radio room; 4 Dell touchscreen computers to upgrade Incident Command Operations Center; 2 Dell touchscreen computers with 4 monitors (dual monitor stations) for Computer Aided Dispatch Consoles in Emergency Operations at Justice Center.

**Deliverable(s):** A high quality, interoperable regional communications system to ensure public safety and communication continuity in Tillamook County and neighboring counties.

**4.0 Budget**

Budget Category	Amount
Personnel Salaries / Wages	
Labor for Antenna L-190 Site	\$ 3,150.00
Labor for Antenna Mt. Hebo Site	\$ 3,150.00



Grant No: \_\_\_\_\_  
Project Name: Tillamook Interoperable Communication Upgrade  
Award Amount \$244,250.30

2 Dell touchscreen with dual monitors used for CAD	\$ 5,500.00
Other:	
Shipping	\$ 1,375.00
<b>Categories Subtotal</b>	<b>\$244,250.30</b>
Indirect Costs	
<b>Grant Total</b>	<b>\$244,250.30</b>

#### **5.0 Payment Schedule**

Tillamook County will invoice ODF for work performed under this Agreement no more frequently than once a month, beginning after [effective date] of Agreement.

Tillamook County agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B.

Labor (electrician) for Generator Mt. Hebo Site	\$ 4,800.00
Fringe	
Contracted Services	
Federal Engineering – overhaul first responder radio system	\$ 53,320.00
	\$ 31,466.00
Day Wireless – Base Station dispatch upgrade, includes console	
Travel	
Supplies/Materials	
Equipment:	
Antenna @ L-190 Site	\$ 2,358.52
Antenna @ Mt. Hebo Site	\$ 2,358.52
Generator L-190 Site	\$ 4,997.00
Generator Mt. Hebo Site	\$ 7,200.00
Satellite phone for emergency use includes prepaid payment plan	\$ 3,455.00
Gamin GPS Unit	\$ 1,110.93
3 Kenwood NXR-170 Repeaters w/programming, power supplies	\$ 10,120.78
8 150-160 MHz Omni Antennas w/mounts, cables	\$ 6,846.08
3 RFIBA40-41-DIN 136-174 MHz Omni Antennas	\$ 7,455.00
12 Bendex King KPG2 radios	\$ 29,937.00
Anritsu RF Analyzer RF System	\$ 27,389.57
12 Kenwood NX-5200K2	\$ 11,840.40
Analog/Digital Repeater for Tillamook Justice Center	\$ 8,804.50
CREWFORCE platform application	\$ 8,616.00
4 Dell laptops compatible with Day Wireless Base Station	\$ 9,000.00