

TILLAMOOK COUNTY
CORONAVIRUS RELIEF FUND COMMUNITY DISTRIBUTION
STATE OF OREGON GRANT AGREEMENT #2629

Project Name: Tillamook County COVID-19 CARES Act Vaccination, Outreach & Response

Recipient: Cody McDonald dba Cody Mac Media

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is between the Tillamook County ("County"), and Cody McDonald dba Cody Mac Media ("Recipient") for financing the project referred to above and described in Exhibit A ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Federal Award Identification, Exhibit B - Contact Information and Project Description, Exhibit C - Budget, Exhibit D - Coronavirus Relief Fund Reimbursement Request Form and Exhibit E - Insurance.

Whereas, under the emergency powers granted by ORS Chapter 401, on March 14, 2020 the Board of Commissioners signed Resolution #R-20-005 designating a State of Emergency within Tillamook County due to the spread of the Coronavirus (COVID-19).

SECTION 1 - KEY GRANT TERMS

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The following capitalized terms have the meanings assigned below and as described more specifically in Exhibit C: Project Scope of Work and Exhibit D: Project Budget.

Costs of the Project: \$16,340

Grant Amount: \$16,340

Project Term: August 1, 2021 - March 31, 2022

Payment: Submit project Coronavirus Relief Fund Reimbursement Request Form (attached as Exhibit D)

SECTION 2 - FINANCIAL ASSISTANCE

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The County shall provide Recipient, and Recipient shall accept from County, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

The County's obligations are subject to the receipt of the following items, in form and substance satisfactory to County and its Counsel:

- This Contract duly signed by an authorized officer of Recipient; and
- Such other certificates, documents, opinions and information as County may reasonably require.

Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

Indirect Costs Not Allowed. In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

Final Report. Recipient shall submit to County a final report within thirty (30) days the Project is completed. The reports shall include details requested by County, including information required by the CARES Act.

SECTION 3 - DISBURSEMENT

SECTION 3 - DISBURSEMENT

- Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on a County-provided or County-approved disbursement request form.
- Financing Availability. The County's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Completion Deadline.

- **Conditions to Disbursements.** As to any disbursement, County has no obligation to disburse funds unless all following conditions are met:
 - County(a) has received a completed disbursement request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as County may require, (c) is satisfied that all items listed in the disbursement request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the federal Coronavirus Relief Fund and any implementing administrative rules and policies.
 - The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - The County has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within County's annual appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by County is contingent on County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, County has no further obligation to disburse funds to Recipient.
 - There is no Event of Default.

SECTION 4 - USE OF GRANT; CARES ACT REQUIREMENTS

SECTION 4 - USE OF GRANT; CARES ACT REQUIREMENTS

The Recipient shall use the Grant only for the activities described in Exhibit A. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Grant to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party.

Section 5001 of the federal CARES Act, through the Coronavirus Relief Fund, is the source of funds for this Grant. Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, requires that Recipient use the Grant to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in its budget most recently approved as of 27 March 2020; and (3) were or are incurred during the period that begins on 1 March 2020 and ends on 31 December 2020.

Subject to the eligibility requirements of 42 U.S. Code § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section 5 below, Grantee will use the Grant Funds for the following costs incurred during the Performance Period:

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccinations sites.

Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Contract or that remains after the Project is completed, this Contract is terminated, or the Project Completion Deadline passes shall be immediately returned to County, unless otherwise directed by County.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

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The Recipient represents and warrants to County:

- Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.
- Organization and Authority.
 - The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
 - This Contract has been duly executed by Recipient, and when executed by County, is legal, valid and binding, and enforceable in accordance with their terms.
- Compliance with Coronavirus Relief Fund. Recipient represents and warrants that the Project and all reimbursement requests will comply with Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, and any implementation guidance from the federal Department of the Treasury. Recipient represents and warrants that the Grant funds will be used to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in its budget most recently approved as of 27 March 2020; and (3) were or are incurred during the period that begins on 1 March 2020, and ends on 31 December 2021. Further guidance is provided in the following resources:
 - <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
 - <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>
- Full Disclosure. The Recipient has disclosed in writing to County all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- Pending Litigation. The Recipient has disclosed in writing to County all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

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The Recipient covenants as follows:

- Notice of Adverse Change. The Recipient shall promptly notify County of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Recipient is responsible for all federal or state taxes applicable to compensation or payments paid with the Grant.

- Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number is 21.019. Recipient is a sub-recipient.
 - If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to County a copy of,

or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to County the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

- Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient 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 funds received under this Contract.
- Recipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and County.
- Recipient is responsible for seeking reimbursement of costs that are eligible costs under the CARES Act. County's reimbursement of submitted costs does not preclude County from later recovering those costs from Recipient if the U.S. Department of the Treasury disallows the costs after an audit.
- System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Recipient also must comply with applicable restrictions on subawards ("subgrants") to subsequent tier subrecipients.
- Compliance with Prevailing Wage Laws. Recipient shall comply with state labor standards and wage rates found in ORS chapter 279C.
- Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- Internal Controls. Recipient must have a system of internal controls in accordance with 2 CFR §200.303.
- Federal Funds. County's payments to Recipient under this Grant will be paid by funds received by County from the Oregon Department of Administrative Services. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will perform the Project activities are currently employed by an agency or department of the federal government. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, County has determined: Recipient is a sub-recipient for purposes of 2 CFR 200.330.
- Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Close-Out Deadline.
- Sales, Leases and Encumbrances. For a period of not less than ten years following Project Close-Out Deadline, except as may be specifically described in Exhibit A (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project.
- Financial Records. Recipient will cooperate with County to provide all necessary financial information and records to comply with CARES Act reporting requirements. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not

limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.

- Inspection. The Recipient shall permit County, and any party designated by County, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as County may reasonably require.
- Notice of Event of Default. The Recipient shall give County prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless County and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Project; however, the provisions of this section are not to be construed as a waiver by County of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. This provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

SECTION 7 - DEFAULT

SECTION 7 - DEFAULT

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

- Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by County. County may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, County may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of County's obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from County. If, as a result of an Event of Default, County demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon County's demand. County may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. County reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event County defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction,

special action, action for specific performance, or other available equitable remedy for performance of County's obligations.

SECTION 9 - TERMINATION

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, County may terminate this Contract with notice to Recipient under any of the following circumstances:

- The Oregon Department of Administrative Services notifies County of an anticipated shortfall in applicable revenues or County fails to receive sufficient funding, appropriations or other expenditure authorizations to allow County, in its reasonable discretion, to continue making payments under this Contract.
- There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - LIABILITY, INDEMNIFICATION

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County has relied upon the ability, qualifications, and training of Recipient as a material inducement to enter into this agreement. Recipient warrants that all of his services will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Recipient's work by county shall not operate as a waiver or release of any claim. Recipient shall defend, indemnify, and hold harmless County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings, arising from or relating to the negligence of Recipient in connection with the performance of any services hereunder. Notwithstanding the foregoing, where applicable, Recipient shall be deemed an agent of County, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265. The recipient must, in addition to the insurance requirements in this section, also comply with the insurance requirements in Exhibit E for subgrantees.

Recipient shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the County, indicating coverages, limits, and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages. The endorsement shall also contain a notice of cancellation provision.

In addition to the insurance requirements in Section 10 of this Contract, Recipient shall also comply with all insurance requirements in Exhibit E. The Certificate of Insurance provided to the County by Recipient shall indicate coverages, limits, and effective dates that comply with the insurance requirements in Exhibit E.

SECTION 11 - MISCELLANEOUS

SECTION 11 - MISCELLANEOUS

- No Implied Waiver. No failure or delay on the part of County to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without

giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Tillamook County (unless Oregon law requires that it be brought and conducted in another county).

Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

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

- Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- Successors and Assigns. This Contract will be binding upon and inure to the benefit of County, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of County.
- Subrecipients. In the event funds are passed through the Recipient to subrecipients, the Recipient agrees to:
 - Monitor subrecipients use of funds for compliance with the requirements of the Coronavirus Relief Fund;
 - Hold County harmless should a subrecipient use funds for an unallowed activity or unallowed cost; and
 - Reimburse County for any amounts passed through to a subrecipient that are determined to be unallowable.
- Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- Integration. This Contract (including all exhibits, schedules, or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Contract.
- No Third-Party Beneficiaries. County and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms

of this Contract.

- **Survival.** All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- **Time is of the Essence.** Recipient agrees that time is of the essence under this Contract.
- **Attorney Fees.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to County by its attorneys.
- **Public Records.** County's obligations under this Contract are subject to the Oregon Public Records Laws.

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


TILLAMOOK COUNTY	CODY MAC MEDIA
By:	By: 
Mary Faith Bell, Chair	Cody McDonald
Date:	Date: 08/12/2021

EXHIBIT A – FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(A))

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(i)	Subrecipient Name	Cody McDonald
(ii)	Subrecipient's DUNS number:	
(iii)	Federal Award Identification Number (FAIN):	N/A
(iv)	Federal award date: <i>(date of award to DAS by federal agency)</i>	27 March 2020
(v)	Grant period of performance start and end dates:	Start: End: 1 March 2020 31 December 2021
(vi)	Total amount of federal funds obligated by this Grant:	\$233,863.66

(vii)	**Total amount of federal award committed to Subrecipient by Agency: (amount of federal funds from this FAIN committed to Recipient)		\$16,340.00
(viii)	Federal award project description:		Coronavirus Relief Fund
(ix)	Federal awarding agency:		State of Oregon Grant # 2629
(x)	Name of pass-through entity:		Tillamook County
(xi)	Contact information for awarding official of pass-through entity:		Marlene Putman, Administrator Tillamook County 503-842-33922 mputman@co.tillamook.or.us
(xii)	CFDA number, name, and amount:	Number: Name: Amount:	21.019 Coronavirus Relief Fund \$1,388,506,837.10
(xiii)	Is award research and development?	Yes No	<input type="checkbox"/> <input checked="" type="checkbox"/>
(xiv)	Indirect cost rate:		Not allowed per U.S. Treasury guidance
(xv)	Is the 10% de minimis rate being used per §200.414?	Yes No	<input type="checkbox"/> <input checked="" type="checkbox"/>

EXHIBIT B - CONTACT INFORMATION AND PROJECT DESCRIPTION

EXHIBIT B - CONTACT INFORMATION AND PROJECT DESCRIPTION

County Recipient

Tillamook County 201 Laurel Avenue Tillamook, OR 97141	Cody McDonald dba Cody Mac Media 4111 NE Martin Luther Kin Junior Blvd Portland, OR 97210
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Contract Administrator: Marlene Putman **Contact:** Cody McDonald

Title: Administrator **Title:** Contractor

Telephone: 503-842-3922 Telephone: 503-812-5700

Email: mputman@co.tillamook.or.us

Email: cody@codymacmedia.com

PROJECT FOCUS (check all that apply)

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;**
X Marketing and promotional costs encouraging COVID-19 vaccination; and,
Transporting persons to and from COVID-19 vaccination sites.

PROJECT DESCRIPTION

- Project Term: August 1, 2021 – March 31, 2022
- Participant Targets:
- Number of Events held/attended _____3_____
- Number of Completed Film Productions _____4_____
- Number of Fully Produced Radio Ads _____3_____
- Project Description: (please describe the project here, limit 2 pages)
Prepare for, attend and document/videography for three events with the purpose of promoting culturally responsive, low-barrier access to COVID-19 vaccinations with a special emphasis on Latinx families experiencing vaccine inequality or reduced vaccination rates to provide marketing and promotional items to encourage COVID-19 vaccinations.
Each phase (Juntos Afuera, Dia de los Muertos and Mobile Clinic of productions will include up to:
 - One fully produced and captioned film (with the exception of the Juntos Afuera event coverage, which includes two videos instead of one)
 - Two posters/flyers translated in English and Spanish (for a total of 4 assets)
 - One fully produced radio advertisement

EXHIBIT C: BUDGET

Budget Template

Date:	7/29/21
Organization:	Cody Mac Media
Project title:	Juntos Vaccination Clinics

Personnel name	Role on project	Salary and fringe benefits requested based on % FTE		
		Salary	Fringe benefits	Total
				0
Sub-total		\$0	\$0	\$0

Budget Category		Cost	Sub-Total
Contracts/Consultant costs			
Videography - Juntos Afuera Event		750	
Videography - Dia De Los Muertos Event		750	
Videography - Mobile Clinic Dental		750	2,250
Film Production			
Juntos Afuera Event Video		2300	
Dia De Los Muertos Event Video		2300	
Mobile Clinic Dental Video		2300	6,900
Editing			
Graphics Assets (i.e. posters, ads, etc.)		4500	
Juntos Afuera Promotional Add-on		1500	6,000
Travel costs			
Juntos Afuera Event		350	
Dia De Los Muertos Event		420	
Mobile Clinic Dental Video		420	1,190
Other expenses		0	
Itemize by broad categories. Include an indirect costs category, if applicable.		0	
		0	0
Total cost for budget period			\$16,340

EXHIBIT D: Coronavirus Relief Fund Reimbursement Request Form									
Recipient Contact Information ("Recipient")									
Recipient Name:			Request Number:						
DUNS #:									
Mailing Address:									
City:		State:		ZIP Code:					
Contact Person:			Contact Phone Number:						
Authorized Representative:						Authorized Representative Phone			
Eligible Coronavirus Relief Fund Expenditure Information									
Comprehensive description of funding request in compliance with CARES Act. Please provide detailed back-up documentation. Please include detailed documentation to back-up the amount being requested and descriptions below with the submission of this form.									
Is this claim a necessary expenditure incurred due to the public health emergency with respect to COVID-19?						<input type="checkbox"/> YES		<input type="checkbox"/> NO	
Were expenditures for which you are requesting reimbursement not accounted for in the budget most recently approved for your political subdivision on or before March 27, 2020?						<input type="checkbox"/> YES		<input type="checkbox"/> NO	
Are the dates of the expenditures for which you are requesting reimbursement during the period that begins March 1, 2020 and ends on December 30, 2020?						<input type="checkbox"/> YES		<input type="checkbox"/> NO	
If yes is marked, this request is representing that <u>all</u> listed expenditures have already been paid by the Recipient and it is only seeking a reimbursement under this request. If no is marked, then also state below how the listed expenditures that are not being reimbursed with this request are being paid.						<input type="checkbox"/> YES		<input type="checkbox"/> NO	
Has any part of this expense been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether state, federal or private in nature)?						<input type="checkbox"/> YES		<input type="checkbox"/> NO	
Eligible Coronavirus Relief Fund Amount Requested									
Total Amount Request by Recipient:						\$			
The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Relief Fund is true and accurate and qualifies with all conditions of section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Relief and Economic Security "CARES" ACT.									
Authorized Representative Signature:						Date:			
For Internal Use Only:									
Approved By:				Date:				\$	

Please return this Reimbursement Request and all supporting documentation to the Tillamook County Treasurer
Via E-mail: sblancha@co.tillamook.or.us
Via Regular Mail: Tillamook County Treasurer, 201 Laurel Avenue, Tillamook, OR 97141

EXHIBIT E INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

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

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use

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of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

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TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.