



August 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Subrecipient Grant Agreement with the Clackamas 800 Radio Group to support emergency response systems and to fund emergency response projects. Grant value is \$2MM. Funding is through County-allocated American Rescue Plan Act Funds. No County General Funds are involved.

Previous Board Action/Review	County Administrator Issues Meeting October 2022		
Performance Clackamas	1. Which indicator of success does this item affect? Ensure safe, healthy, and secure communities		
Counsel Review	Andrew Naylor	Procurement Review	N/A
Contact Person	Nancy Bush	Contact Phone	503-655-8581


EXECUTIVE SUMMARY: Funds for this project will be used to complete a Radio System improvement and expansion project that was funded by a Bond approved in 2016 by the citizens of Clackamas County. This system supports all Police, Fire, Medical, and most Public Utilities in Clackamas County. In addition, this system partners with adjoining counties in the federal Urban Area Security Initiatives region in support of those same services creating a large, highly interoperable system of systems.

Funding in this Agreement will be used to supplement bond funding described above to complete the equipment replacement project. Funding is necessary due to cost overruns resulting from the COVID-19 pandemic, which have created construction delays, supply-chain issues, and other associated extra costs. The completion of the project will allow COUNTY to more efficiently meet the emergency response needs of its constituents and to replace aging equipment due for upgrade. Individuals and businesses residing in the area related to the project are very rural, have limited access to emergency services, and are disproportionately impacted by delays in the construction of emergency response systems in this region.

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The total of \$2,000,000 will be disbursed from ARPA funds in 3 payments.

RECOMMENDATION: Staff recommends that the Board, as the governing body of Clackamas County, approve this subrecipient agreement with Clackamas 800 Radio Group.
Respectfully submitted,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush
County Operating Officer

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 23-023**

Project Name: *Emergency Communications Project Supplement*
Project Number:

This Agreement is between Clackamas County, Oregon, acting by and through its
Department of Finance ("COUNTY"),
and Clackamas 800 Radio Group ("SUBRECIPIENT"), an intergovernmental agency.

Clackamas County Data

Grant Accountant: <i>Joseph Rosevear</i>	Program Manager: <i>Patrick Williams</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5429 jrosevear@clackamas.us	Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (971)325-5392 pwilliams@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Mark Buckholz</i>	Program Representative: <i>Mark Buckholz</i>
C800 Budget Officer/Administrative Manager 5900 NE Pinefarm Court Hillsboro, OR 97124 (503)466-3783	C800 Budget Officer/Administrative Manager 5900 NE Pinefarm Court Hillsboro, OR 97124 (503)466-3783

UEI: LGJCUXGEXSK8

RECITALS

1. COUNTY seeks to support the emergency response systems serving the citizens of Clackamas County and to fund emergency response projects which interoperate with the emergency systems of adjoining counties.
2. Clackamas County voters approved Bond Measure 3-476 in 2016 to fund an improved emergency response P25 open-source digital radio system. The bond was issued by COUNTY and assigned to SUBRECIPIENT. Under an intergovernmental agreement, COUNTY provides overall oversight and fiscal administration of the bonds; SUBRECIPIENT provides responsible project management of the equipment upgrade. SUBRECIPIENT owns all assets purchased or constructed with bond proceeds.
3. Due to the effects of the pandemic resulting in delays and cost overruns, COUNTY is issuing funding to SUBRECIPIENT using American Rescue Plan Act funding to complete the equipment upgrade.
4. Project summary: Provide funding for cost overruns on existing emergency communication equipment replacement project. Cost overruns are due to the COVID-19 pandemic and its after-effects.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on December 31, 2023, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **March 11, 2021** and expiring **December 31, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives & Performance Reporting. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **United States Treasury (UST)** that is the source of the grant funding (American Rescue Plan Act [ARPA]; PL 117-2), 31 Code of Federal Regulations (CFR) Part 35, and the Final Rule issued by the UST (Federal Register volume 87 No. 18, January 27, 2022) and other required information in Exhibits A- J, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the [federal program] (Assistance Listing Number ["ALN"] #: 21.027) issued to COUNTY by the UST (#1505-0271, May 11, 2021). The maximum, not to exceed, grant amount COUNTY will pay is **\$2,000,000**. This conditional award is payable through installments for costs incurred during the eligibility period set forth in Section 1, above, and will be paid in accordance with Exhibit D. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term or with 30 days' notice from either party by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that UST has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

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7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
 - c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- a) **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women's business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

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11. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

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- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate [use template]
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions [use template]
- Exhibit F: Insurance Requirements [use template]
- Exhibit G: Specific Federal Program Requirements
- Exhibit H: Final Financial Report [use template]
- Exhibit I: 2 CFR 200.332(a) Required Information
- Exhibit J: Equipment Inventory [optional; include if equipment is purchased with grant funds; use template]

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

CLACKAMAS 800 RADIO GROUP

By: _____

By: Don Johnson

Its: _____

Its: Board Chair

Dated: _____

Dated: 6/27/2023

Approved to Form

By: [Signature]
County Counsel

Dated: 06/29/2023

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: Emergency P25 Radio Equipment ARPA, ALN # 21.027	AGREEMENT No. 23-023
SUBRECIPIENT: Clackamas 800 Radio Group	

OVERALL BACKGROUND:

Funds for this project will be used to complete a Radio System improvement and expansion project that was funded by a Bond approved in 2016 by the citizens of Clackamas County. This system supports all Police, Fire, Medical, and most Public Utilities in Clackamas County. In addition, this system partners with adjoining counties in the federal Urban Area Security Initiatives region in support of those same services creating a large, highly interoperable system of systems.

SUBRECIPIENT Description:

SUBRECIPIENT Mission

The mission of SUBRECIPIENT is to own and operate an effective and cost-efficient public safety voice and data communications system to benefit the public safety providers that protect the citizens of Clackamas County. SUBRECIPIENT was formed as an ORS 190 cooperative intergovernmental agency in 2000.

Partners & Members

There are many "Partners" that encompass and govern SUBRECIPIENT. The organizational and governance format provides an effective approach to public safety communications benefiting law enforcement, fire fighters, emergency medical service providers, public works, and the public they serve through a cooperative, partner-managed, information sharing, and communication systems/operations.

SUBRECIPIENT also serves other public agencies as "Members." These agencies are not involved in the governance of the organization nor do they contribute to capital costs, but they do pay a use fee.

SUBRECIPIENT operational expenses are funded by user fees from the participating jurisdictions.

The C800 Radio System Background

Clackamas County voters approved a bond for \$58.7 million for the replacement of an aged and outdated Public Safety Radio Communication System.

COUNTY, in 2000, on behalf of SUBRECIPIENT, constructed the current 800MHz seven site radio system which was completed in 2002 and has since added four sites. The original funding, \$15.1M, consisted of grant dollars and a short-term borrowing by COUNTY which SUBRECIPIENT partner agencies re-paid from operating funds. The expansions have been funded through grant dollars and operating funds.

Washington County Consolidated Communications Agency ("WCCCA"), also an ORS 190 agency in Washington County, manages and maintains SUBRECIPIENT's radio system under an Intergovernmental Agreement.

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Publicly Funded Radio Replacement Project Goals and Overview (Current Project)

The overall objectives for the project are as follows:

The project will construct a new P25 open-source digital radio system, including a microwave transport system, providing equal coverage and performance to the current system while also expanding coverage and maintaining interoperability.

The Replacement System Features include:

- An additional 14 sites added to the current 10 sites.
- Benefit from the performance difference between analog and digital.
- Expanded coverage at Mt Hood and the Clackamas drainage in South County.
- Portable at the hip coverage.
- Enhanced in-building coverage.
- Application to allow SMART phone access to the system.
- Paging system replacement.
- Post-warranty support.
- Systems refresh for equipment and software upgrades.
- Covers approximately 50% of subscriber radios – the balance remains an agency responsibility.

The overall project is nearing completion but has run short of funding due to pandemic-related cost overruns, primarily in project construction of new communications sites and secondarily in seismically/structurally upgrading existing sites. These construction projects are nearly completed but due to delays in the 2019 through 2022 timeframe, significant cost overruns resulted in the total of available funds being consumed and leaving a large, outstanding balance due to several key contractors that must be satisfied to complete the project.

The outstanding balances to complete the project are as follows:

- Motorola Solutions, milestone project payments remaining: \$ 2,907,245.42
- Microwave Networks for Ski Bowl site: \$ 265,000
- Microwave Networks milestone/retainage: \$133,280
- Day Wireless Systems for Tower deconstruction and antenna removal: \$260,000
- Day Wireless Systems for Ski Bowl site: \$324,000
- Project Management Services, Ski Bowl site: \$30,000
- Genesis Radio Management Software: \$ 50,000

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- Equature Radio Recording – balance of contract: \$151,400
- MCM radio asset mgmt. system: \$ 147,097
- Replacement of Generators at Timberline Site: \$80,238.98
- Generator and Tank for Tom Dick and Harry Site: \$24,891.37
- Fire Suppression upgrades at Timberline: \$8,600
- Grab and Go BU Radios in transportable protective case: \$63,000

This Agreement will fund payments on the Motorola Solutions contract. SUBRECIPIENT is solely responsible for all costs necessary to complete the project in excess of the funds provided under this Agreement.

Radio System Coverage Area

SUBRECIPIENT's service area is 1,882 square miles and the service population is 418,187 (2018). The population of the area serviced by SUBRECIPIENT has experienced consistent growth (increase of 17% over the past 10 years and continued growth is expected).

SLFRF JUSTIFICATION

Benefits to COUNTY

Funding in this Agreement will be used to supplement bond funding described above to complete the equipment replacement project. Funding is necessary due to cost overruns resulting from the COVID-19 pandemic, which have created construction delays, supply-chain issues, and other associated extra costs. The completion of the project will allow COUNTY to more efficiently meet the emergency response needs of its constituents and to replace aging equipment due for upgrade.

Description of the need to be addressed:

This project falls within the eligibility guidelines and intent of SLFRF funding for investments in capital projects as it relates to negative economic impacts due to the pandemic. The individuals and businesses that reside in the area related to the project are very rural, have limited access to emergency services, and the absence of digital towers in the Mount Hood area and immediate surrounding areas are disproportionately impacted.

Explanation of why a capital expenditure is appropriate:

SUBRECIPIENT's Executive Board was made aware of a shortfall of the Digital Radio Bond Project in April 2022 by the SUBRECIPIENT project manager. The Board has been able to determine that the shortfall to complete the project is approximately \$4.5 million dollars for a total project cost of approximately \$77 million dollars.

The project included fourteen new radio towers to improve and modernize emergency radio coverage throughout Clackamas County for quick and expand emergency response. The project is approximately 90% completed and is currently operational.

All sites were operating in January 2022 except for Whalehead / Oak Grove Butte / Tom Dick & Harry radio towers. These towers are located along the Clackamas River Corridor and Mt Hood Area. Once these towers become operational, the radio connectivity in this area will dramatically be improved. The

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remaining towers are in rural areas of the county that have been negatively impacted by COVID and have limited access to health care and emergency ambulance services, which rely on the digital radio system.

Significant delay and resultant cost issues are affecting the construction of the three sites off Hwy 224 south of Estacada in the Mt. Hood Forest. Memaloose / Whalehead / Oak Grove Butte radio sites.

The issues impacting completion of the C800 Radio Improvements Project:

1. 36-month delay obtaining leases and permits from the USFS. Delays were significantly exacerbated by COVID.
2. Issues surrounding the COVID pandemic caused supply chain issues with materials, equipment, and availability of personnel to perform the work caused escalating prices for material and labor.

Population Impacted: Oregon Department of Transportation, Search and Rescue, ambulance services, Oregon State Police, fire agencies, and law enforcement and the people they serve, especially rural populations.

Comparison of proposed capital project against at least two alternatives:

The C800 emergency radio system is publicly owned and there is not alternative to this process for emergency radio services and the project cannot be completed with a lesser design.

EXHIBIT B
SUBRECIPIENT Program Budget

PROGRAM NAME: Emergency P25 Radio Equipment ARPA, ALN # 21.027	AGREEMENT No. 23-023
SUBRECIPIENT: Clackamas 800 Radio Group	

SUBRECIPIENT shall expend funds on three installments of payments deriving from SUBRECIPIENT's existing contract with Motorola Solutions, the company contracted to construct the radio tower project described in Exhibit A (contract title: "WCCCA, C800, and Newberg Radio ASTRO 25 Radio System," executed September 13, 2017; "the Contract"). The Contract is incorporated herein by reference. Two-million dollars (\$2,000,000) will be disbursed to SUBRECIPIENT by COUNTY in three payments according to the following schedule derived from deliverables ("milestones") in the Contract:

Payment #1 (currently due):

- **Motorola Contract milestone #4:** Upon execution of this Agreement (\$1,407,440.37)

Payment #2:

- **Motorola Contract milestone #5:** Anticipated date of completion is July 2023 (\$436,190.20)

Payment #3:

- **Motorola Contract milestone #6:** Anticipated date of completion is November 2023 (\$156,369.43)

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Clackamas County 800 Group

Don Johnson

Representative Name

[Signature]

Representative Signature

6/21/2023

Date (month/day/year)

**EXHIBIT D
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST**

SUBRECIPIENT must submit invoices on SUBRECIPIENT letterhead for the amounts indicated when the corresponding invoices become due to Motorola. COUNTY will advance funds to SUBRECIPIENT just prior to the Contract invoice due dates as assigned by Motorola once received by SUBRECIPIENT. SUBRECIPIENT should allow a minimum of two weeks for COUNTY to process payment to SUBRECIPIENT in advance of invoice payments. SUBRECIPIENT shall only request payment when Motorola has indicated, and SUBRECIPIENT has accepted, that the relevant milestone has been completed.

SUBRECIPIENT invoices must:

- reference Agreement number 23-023
- include the Motorola invoice number associated with the current payment request
- reference the milestone completed and corresponding amount per Exhibit B
- be signed and dated by an official with power to legally bind SUBRECIPIENT
- contain the following certification language above the signature and title of the signing official: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- sent by email to:

Patrick Williams
Assistant Finance Director
pwilliams@clackamas.us

A copy of each Motorola invoice corresponding to a request for payment submitted to COUNTY should accompany each SUBRECIPIENT invoice. Any questions about this process should be directed to Patrick Williams.

A Final Financial Report will be due at the close of this Agreement (Exhibit H).

EXHIBIT E
General Administrative and Federal Terms & Conditions

1. Federal Funds

a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.

b) COUNTY has determined:

Entity is a subrecipient Entity is a contractor Not applicable

c) Assistance Listing Number of federal funds paid through this Agreement: [21.027]

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

f) **Match.** Matching funds are not required for this Agreement.

g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.

h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.

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- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—Closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier ("UEI"), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332.

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COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of five (5) years from the end of program date, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the American Rescue Plan Act (ARPA), that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as COUNTY, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

3. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution

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Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** SUBRECIPIENT certifies funds provided in this Agreement will not be expended to procure, obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation or any subsidiary or affiliate of such entities, per Public Law 115-232 Section 889.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

EXHIBIT F
SUBRECIPIENT INSURANCE REQUIREMENTS

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2) **Commercial General Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 3) **Commercial Automobile Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain at SUBRECIPIENT expense and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 4) **Professional Liability.**

Required by COUNTY NOT Required by COUNTY

SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 5) **Abuse and Molestation Clause.**

Required by COUNTY NOT Required by COUNTY

As part of the Commercial General Liability policy, SUBRECIPIENT shall obtain Abuse and Molestation coverage in a form and with coverage satisfactory to COUNTY 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

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for whom SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT, and SUBRECIPIENT's employees and volunteer. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.

- 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

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EXHIBIT G
SPECIFIC FEDERAL PROGRAM REQUIREMENTS

Funds for this Agreement are paid with American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF), issued by the United States Treasury to COUNTY.

By accepting these funds SUBRECIPIENT agrees to abide by the rules, regulations, guidance and restrictions in the U.S. Treasury's Final Rule and the Final Rule FAQ's, found at:

- Federal Register Volume 87, No. 18 (31 CFR Part 35): <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>
- Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions (most recent edition April 10, 2023): <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

Program Name: Emergency Communications Project Supplement	Agreement #: 23-023
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
Subrecipient: Clackamas 800 Radio Group	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit H: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this agreement:	\$2,000,000
Total Federal Funds <u>requested</u> for reimbursement on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

EXHIBIT I
2 CFR 200.332(a) REQUIRED INFORMATION

Federal award identification	
SUBRECIPIENT Name:	Clackamas 800 Radio Group
SUBRECIPIENT Unique Entity Identifier:	LGJCUXGEXSK8
Federal Award Identification Number (FAIN):	1505-0271
Federal award date:	5/11/21
Period of Performance (This Agreement):	March 11, 2021 to December 31, 2023
Budget Period (This Agreement):	March 11, 2021 to December 31, 2023
Total amount of all federal funds obligated by this action:	\$2,000,000
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	\$2,000,000
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	2.4%
Pass-through entity identifying number:	23-023
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Patrick Williams pwilliams@clackamas.us
Federal awarding agency:	U.S. Treasury
Federal award program name:	State and Local Fiscal Recovery Funds (part of the American Rescue Plan Act)
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	21.027 Coronavirus State and Local Fiscal Recovery Funds
SUBRECIPIENT indirect cost rate on this Agreement:	N/A

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Program Name: Emergency Communications Project Supplement	Agreement #: 23-023
Federal Award #: 1505-0271	Date of Submission: XX/XX/XX
Subrecipient: Clackamas 800 Radio Group	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit J: Equipment Inventory
 Items of Equipment with a Current Fair Market Value of \$5,000 or more and purchased with Federal Grant Funds

Attach more sheets if necessary. A separate form containing these elements may also be used with certifying official signature & title. This form should be submitted at the close of the project period.

Title Holder/Funding Source (e.g. subrecipient/ agency)	Item Description	Serial #	Location and condition**	Acquisition Date/Cost	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

** - E (Excellent) VG (Very Good) G (Good) F (Fair) P (Poor)

Subgrantee's Certifying Official (printed): _____

Subgrantee's Certifying Official (signature): _____

Subgrantee's Certifying Official's title: _____

Subgrantee's Certifying Official's telephone: _____