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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **bcc@clackamas.us | 503-655-8581**.

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Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **bcc@clackamas.us | 503-655-8581**.



Clackamas County
www.clackamas.us



November 5, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval to accept a grant award from the State of Oregon, by and through the Oregon Department of Emergency Management (OEM) for FEMA-4907-DR-OR Infrastructure for the 2025 December Winter Storms. Total damage is approximately \$7.48 million. 75% (approximately \$5.61 million) of funding is through the State of Oregon OEM and FEMA with 25% (approx. \$1.87 million) County matching through previously budgeted FY25-26 General Funds.

Previous Board Action/Review: N/A

Performance Clackamas: Build public trust through good government by pursuing damage recovery funds available from the State and Federal government.

Counsel Review: Yes

Procurement Review: No

Contact Person: Ryan Rice

Contact Phone: 971-325-5392

EXECUTIVE SUMMARY: In December 2025, Clackamas County experienced a winter storm that caused significant damage from the high winds, flooding, landslides and mudslides. The County activated the Emergency Operations Center, along with Warming Centers and began tracking costs for a FEMA event which was officially declared on April 7, 2026. Attached is an agreement, through the State of Oregon, to accept this FEMA funding.

This agreement, provided by FEMA and administered by OEM, is issued under the authority of Presidential Major Disaster Declaration FEMA-4907-DR-OR. OEM will reimburse Clackamas County for eligible costs for the restoration of public facilities damaged from December 15, 2025, through December 21, 2025. FEMA will reimburse the County up to 75 percent of eligible costs. Clackamas County is required to cover the remaining 25 percent, which is considered as matching funds for the agreement.

The agreement is an open-ended award amount, and the value will be determined by FEMA through OEM. Based on expenditures to date, County Finance anticipates the total agreement to be approximately \$7.48 million dollars.

OEM has requested that Clackamas County return the attached formal contract as soon as possible with the signed letter of acceptance.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommend that the Board of Commissioners accept this grant agreement as well as sign the included acceptance letter.

Sincerely,

Robert Tintle
Finance Director

November 5, 2026

Oregon Department of Emergency Management
3930 Fairview Industrial Dr SE
Salem, OR 97302

Dear Julie Selvin,

Enclosed is the signed Grant Agreement for the Presidential Major Disaster Declaration related to Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, corresponding to FEMA-4907-DR-PA-004.

Clackamas County ("County") is including this letter with execution of the above-referenced grant agreement (the "Grant") between Oregon Department of Emergency Management, grant no. FEMA-4907-DR-PA-004. County accepts this Grant with the understanding that it will be construed in a manner that complies with federal nondiscrimination law, as interpreted by the courts, including but not limited to any race- or gender-based preferences or exclusions.

To the extent the Grant imposes conditions that are inconsistent with applicable federal nondiscrimination law, as interpreted by the courts, the County considers those requirements legally unenforceable against the County. The County's acceptance of the grant funds is conditioned on this interpretation.

Sincerely,

Craig Roberts

County Commissioner, Chair



Oregon

Tina Kotek, Governor

Oregon Department of Emergency Management

3930 Fairview Industrial Drive SE

Salem, OR 97302

Phone: 503-378-2911

TTY: 7-1-1

www.Oregon.gov/OEM

June 3, 2026

Michelle Marshall
Clackamas County
2051 Kaen Road
Oregon City, Oregon 97402

RE: FEMA-DR-4907-OR
PA: 005-99005-00

Dear Michelle Marshall

Attached is the Grant Agreement requiring approval by your jurisdiction in order to receive federal disaster relief funding under FEMA Public Assistance, DR-4907-OR. This Grant Agreement, as submitted by your agency to FEMA, constitutes the official instrument through which disaster assistance funds will be awarded.

Please fill out and sign the following (only those checked):

- ☒ Grant Agreement – Please fill in and sign the information on Pages 13, 14, 16, and 25.
- ☐ Enroll in ACH Direct Deposit – Please use this [link](#) to complete the ACH enrollment.
- ☐ W9 – Please fill in and sign.

Please return the completed and signed documents by uploading to your grant agreement workflow in [OEM Grants](#) at your earliest opportunity. Execution of the agreement by both the Oregon Department of Emergency Management (OEM) and the jurisdiction/subrecipient is required before any funding may be obligated or disbursed.

The Grant Agreement must be signed by an authorized official with legal authority to bind and obligate the jurisdiction (e.g., an elected official or chief financial officer). Upon execution by all parties, a fully signed copy of the agreement will be provided for your records.

On July 1, everyone with open grants with OEM will be asked to complete the annual risk assessment. This is a required element to receive reimbursements.

Reach out to us if you have any questions at OEM.PA-Recovery@oem.oregon.gov.

Sincerely,

Julie Slevin
State Public Assistance Officer

Attachments

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
PUBLIC ASSISTANCE GRANT PROGRAM
GRANT AGREEMENT**

Presidential Major Disaster Declaration Name: Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides

Grant Number: FEMA-4907-DR-PA- 004

Declaration Date: April 7, 2026

PA FIPS: _005-99005-00

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM” or “Recipient”), and

Clackamas County (“Subrecipient”) for the major disaster declaration referred to above. This Agreement becomes effective only when a Project Worksheet(s) is approved as specified in Section 2 and this Agreement is fully signed and approved as required by applicable law.

This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A Sample Project Worksheet (“PW”)
- Exhibit B Program Terms and Conditions
- Exhibit C Federal Requirements and Certifications
- Exhibit D [Reserved]
- Exhibit E Sample Project Specific Award Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying

Under the authority of the 2026 FEMA-State Agreement for the Presidential Major Disaster Declaration FEMA 4907-DR-OR (“FEMA Declaration”), pursuant to Oregon Laws 2022, Chapter 110 (the “Act”), OEM is authorized to execute all necessary documents for public assistance, including approval of sub-grants, enter into grant agreements, and certification of claims as part of the FEMA Public Assistance Program (“PA” or “Program”).

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount:

- (1) Category A-I Projects: 75 percent of the eligible project costs identified for any eligible project in an approved Project Worksheet and subject to the conditions in Section 3.D.
- (2) Category Z – Management Costs: 100 percent of the eligible actual costs, up to the 5 percent limit of the subrecipient’s total award amount and subject to the conditions in Section 3.D.

FEMA Declared Incident Period: December 15-21, 2025

SECTION 2 - GRANT

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4907-DR-OR (“FEMA Declaration”), OEM is reimbursing the Subrecipient for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 15,

2025 through December 21, 2025, in the manner described herein and in accordance with the completed Project Worksheets submitted by Subrecipient and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible Subrecipient, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that Subrecipient seeks reimbursement for under the FEMA Declaration, Subrecipient shall obtain a completed, executed, and approved Project Worksheet substantially in the form of the enclosed Exhibit A - Sample Project Worksheet.

As the recipient and pass-through entity per the Federal-State Agreement, OEM shall provide Subrecipient, and Subrecipient shall accept from OEM, a PA grant (the "Grant") which shall be in the amount of 75 percent of the eligible project costs as described in a substantially similar Exhibit A – Sample Project Worksheet for any eligible project in Grant Funds (the "Grant Funds"). Subrecipient will commit and is responsible for providing the 25 percent match to any eligible project costs identified in a substantially similar Exhibit A – Sample Project Worksheet. This Grant Agreement is not subject to the Public Contracting Code (ORS 279A).

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

- (1) This Agreement duly signed by an authorized officer of Subrecipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

Subrecipient shall complete the Projects and use its own fiscal resources or money from other sources to pay for any costs of an obligated Project under this major disaster declaration in excess of the total amount of federal financial assistance provided pursuant under this Agreement. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4907-DR-OR and the amount(s) approved in an applicable Project Worksheet.

It is understood that no final dollar figure is committed at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet, substantially similar to Exhibit A Sample Project Worksheet, that is completed, signed by FEMA and Subrecipient, and approved by OEM will constitute an agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment, or other expenditure authorization to make the disbursement.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant Funds shall be disbursed to Subrecipient on an expense reimbursement or cost-incurred basis as follows:
- a. Small Projects:
 - i. Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a) Payment of claims. For FEMA-4907-DR-OR, that amount is \$1,093,800.
 - b. Large Projects
 - i. Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).

- ii. Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the Subrecipient upon submission of a State of Oregon Request for Reimbursement Form, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - iii. Final Payment: Final payment will be made upon submission by the Subrecipient of Certification Of Large Project Cost, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
- c. Management Costs
- i. Management Cost projects will be 100% federal cost share of the total eligible management costs, which will be limited to 5 percent of the subrecipient's total award amount. The "total award amount" means the actual eligible PA project costs, including both the federal and non-federal share, and after appropriate reductions (such as for insurance) and excluding management costs and donated resources. There is no non-federal share of PA management costs.
 - ii. Management cost projects are reimbursed based on actual costs incurred, up to the 5 percent limit of the subrecipient's total award amount.

B. Disbursement Requirements.

- (1) Subrecipient must submit each disbursement request for eligible Project Costs on a State of Oregon Public Assistance Request for Reimbursement form ("RFR"), provided by OEM, which references the appropriate Project Worksheet ("PW").
- (2) Subrecipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. Subrecipients will submit requests for reimbursement in regular, project-aligned intervals that reflect steady progress in completing the awarded project. OEM has no obligation to reimburse Subrecipient for any RFR submitted after the deadline in Section 3.C Financing Availability.
- (3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- (4) Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, unless approved by a project award. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual reasonable expenses or authorized rates incurred.
- (5) Reimbursements will only be made for activities payable under this Agreement and to be performed by the Subrecipient under this Agreement shall be those activities as a direct result of damages that occurred during the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period".
- (6) In accordance with Section 3.A.b Large Projects, subrecipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement.

- C. Financing Availability. Subrecipient must incur eligible costs under this Agreement during each approved project's Period of Performance. Subrecipient's right to request disbursements for eligible costs under this Agreement terminates on April 07, 2030, or as approved project time extensions.
- D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met and in accordance with Section 3.A Reimbursement Basis:
- (1) OEM (a) has received a completed RFR on an OEM provided form, (b) has received all requested documentation for an approved Project, and (c) has determined that the disbursement is only for eligible costs that are in accordance with a substantially similar Exhibit A Sample Project Worksheet.
 - (2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.
 - (3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, 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 this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Subrecipient.
 - (4) All other conditions precedent under this Agreement are met.
 - (5) There is no Event of Default by Subrecipient.
- E. Retainage. OEM at any time reserves the right to make inspections or hold a retainage of reimbursement during the duration of this Agreement, until final reconciliation at closeout.

SECTION 4 - USE OF GRANT

- A. Eligible Use. Subrecipient's use of the Grant funds is limited to those expenses that are both reasonable and necessary to complete an approved Project and that are in accordance with a substantially similar Exhibit A Sample Project Worksheet and the FEMA Public Assistance Program.
- B. Ineligible Use. Subrecipient shall not use the Grant funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- C. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the Grant funds, that is not used according to this Agreement, the conditions of the approved project worksheet, and approved by OEM or that remain unexpended after the approved project's Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, whichever is earlier, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to

OEM the proportionate Federal share, if defined in Exhibit D, of all project funds recovered in excess of costs of litigation.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

- A. Existence and Power. Subrecipient represents and warrants to OEM that Subrecipient is a political subdivision of the State of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Subrecipient of this Agreement: (a) have been duly authorized by all necessary action of Subrecipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Subrecipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement.
- E. Misleading Statements. The Subrecipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Subrecipient to OEM. The information contained in this Agreement is true and accurate in all respects.
- F. Debarment or Suspension. Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify OEM immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crime.
- G. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- H. [Reserved]

SECTION 6 - COVENANTS OF SUBRECIPIENT

The Subrecipient covenants as follows:

- A. Period of Performance Deadline. Subrecipient shall complete each awarded Project by the respective Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.

B. Reporting Requirements. Subrecipient shall submit quarterly reports to OEM. The reports shall consist of the following:

1) Progress Reports.

- a) Subrecipient shall submit Quarterly Progress Reports, using OEM Grants, on its progress for all large projects or certain small projects at discretion of OEM.
- b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
- c) OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM.

2) [Reserved]

3) Close-Out.

- a) OEM shall issue close-out instructions to the Subrecipient upon completion of the projects. It is the responsibility of the Subrecipient to notify OEM of project completion.
- b) Subrecipient shall submit all required final close-out documents to OEM for review.
- c) Failure of Subrecipient to submit the required documentation, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

C. Subrecipient Procurements.

- (1) Sub Agreements. Subrecipient may enter into agreements (hereafter “sub agreements”) for performance of a Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal Procurement Standards at 2 C.F.R §§ 200.317, 200.321, 200.322, 200.323, and 200.327, and State law (ORS chapters 279A, 279B, 279C), and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.
 - a. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the request.
 - b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient, excludes emergency and exigent circumstances for prior approval. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to

contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- c. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - d. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - e. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- (2) Purchases and Management of Property and Equipment: Records. Subrecipient agrees to comply with all applicable federal requirements to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- a. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - b. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Assistance Listing Number (ALN) (formally CFDA); name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - c. For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds (2 CFR 200.311 and 2 CFR 200.330).
 - d. A physical inventory of the property and equipment must be taken, and the results reconciled with the property and equipment records at least once every two years.

- e. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- f. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- g. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- h. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- i. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- j. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the FEMA Public Assistance Program.

D. Compliance with Laws. Subrecipient shall comply with the requirements of all applicable 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.

Specifically, Subrecipient acknowledges and agrees to follow constitutional Equal Protection requirements. Subrecipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

The Subrecipient hereby assures and certifies that it will comply with all applicable state and federal laws and regulations that were in effect at the time of the Major Disaster Declaration date of April 7, 2026, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter “Stafford Act”); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4907; Wages, Hours and Records Laws (ORS Chapter 652) Minimum Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

- E. Notice of Adverse Change. The Subrecipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Subrecipient, or the Project related to the ability of Subrecipient to perform all obligations required by this Agreement.
- F. Notice of Event of Default. The Subrecipient shall give OEM 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 Subrecipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Contributory Liability and Contractor Indemnification

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Subrecipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

- H. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OEM encourages Subrecipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

- I. Inspections; Information. The Subrecipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Subrecipient shall supply any related reports and information as OEM may reasonably require.
- J. Records, Access to Records and Facilities. Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted

governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (“Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Subrecipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

- K. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six (6) years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Subrecipient shall retain the books, documents, papers and records until the issues are resolved.
- L. SEFA. Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- M. Continued Tax Compliance. Subrecipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Subrecipient, including but not limited to 1099 Requirements and tax reporting requirements. Subrecipient is advised to consult with their own tax advisor or legal counsel.
- N. Tax Notice to Beneficiaries. Subrecipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.
- O. Federal Audit Requirements. The Grant is federal financial assistance, and the Assistance Listing Number (ALN) (formerly CFDA) number and title is “97.036 Disaster Grants - Public Assistance (Presidentially Declared Disasters)”
 - (1) If Subrecipient receives federal funds in excess of \$1,000,000 in the Subrecipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at its own expense submit to OEM 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 OEM the annual audit of any Subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$1,000,000 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.

(3) Subrecipient shall save, protect and hold harmless OEM 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. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

P. Insurance. The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance per the terms and conditions of each approved project worksheet.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Subrecipient, in this Agreement or in any document provided by Subrecipient related to this Grant or the Project.
- B. The Subrecipient fails to perform any obligation required under this Agreement, 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 Subrecipient by OEM. OEM may agree in writing to an extension of time if it determines Subrecipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM’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 OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Subrecipient shall pay the amount within 30 days upon OEM’s demand. OEM may also recover all or a portion of any amount due from Subrecipient by deducting that amount from any payment due to Subrecipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM 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 OEM defaults on any obligation in this Agreement, Subrecipient’s remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

SECTION 9 - TERMINATION

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

A. Termination by OEM.

- (1) OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;
- (3) Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal;
- (4) The Project would not produce results commensurate with the further expenditure of funds;
- (5) Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or
- (6) OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

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

- (1) The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
- (2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.

D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.

E. Effect of Termination. Subrecipient will return all Federal funds paid to Subrecipient for any funded project under this agreement which have not been expended or irrevocably committed to eligible activities.

F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 4.C and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OEM to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. 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 Agreement, 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 Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion 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.]

- B. Notices and Communication. Except as otherwise expressly provided in this Agreement, 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 Subrecipient or OEM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- C. 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 Subrecipient's email system that the notice has been received by the Subrecipient's email system or 2) the Subrecipient'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.

If to OEM: Alternate Governor's Authorized Representative
Oregon Department of Emergency Management
3930 Fairview Industrial Drive SE
Salem OR 97302

If to Subrecipient: Subrecipient Authorized Signer Title:

Subrecipient:

Subrecipient Address:

Subrecipient City, State, Zip Code:

Federal Tax ID No.(EIN):

UEI #:

Clackamas County
2051 Kaen Road
Oregon City, OR 97045
93-6002286
NVWKAVB8JND6

Phone:

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- I. No Third-Party Beneficiaries. OEM and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement 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 Agreement.
- J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.
- K. Time is of the Essence. Subrecipient agrees that time is of the essence under this Agreement.
- L. Public Records. OEM's obligations under this Agreement are subject to the Oregon Public Records Laws.
- M. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 6.C.
- N. Duplicate Payment. Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- O. Independent Contractor. Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- P. Insurance; Workers' Compensation. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS

656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its Subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- Q. Appeals. Consistent with the Code of Federal Regulations, 44 CFR 206.206 Appeals and arbitrations, the Subrecipient may appeal any determination previously made related to the federal financial assistance for the Subrecipient. The Subrecipient's appeal shall be submitted electronically to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subrecipient's position.

Upon receipt of a Subrecipient's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall submit the appeal electronically with a written recommendation to FEMA within 120 days of the determination that is the subject of the appeal. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

Signature page follows.

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



Clackamas County

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

By: _____
Alternate Governor's Authorized Rep

By: _____
Subrecipient Authorized Signer

Subrecipient Authorized Signer Title

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Joseph M. Callahan as per email dated 04/21/2026

Joseph M. Callahan, Assistant Attorney General

EXHIBIT A – SAMPLE PROJECT WORKSHEET

v0

Department of Homeland Security Federal Emergency Management Agency

General Info

Project#	Project Type
Project Category	Applicant
Project Title	Event 4907DR-OR
Project Size	Declaration Date April 7, 2026
Activity	Incident Start Date <u>December 15, 2025</u>
Completion Date	Incident End Date December 21, 2025
Process Step	

Damage Description and Dimensions

Final Scope

Cost

Code	Quantity	Unit	Total Cost	Section

CRC Gross Cost \$\$\$\$\$\$

Total Insurance Reductions \$0.00

CRC Net Cost \$\$\$\$\$\$

Federal Share (75.00%) \$\$\$\$\$\$

Non-Federal Share (25.00%) \$\$\$\$\$\$

SAMPLE

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0							

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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Subgrant Conditions

Insurance

Environmental Historical Preservation

Final Reviews

Project Signatures

SAMPLE

EXHIBIT B – PROGRAM TERMS AND CONDITIONS

Public Assistance Agreements and Projects under FEMA-4907-DR abide by the following guidance and administrative regulations:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended
- [Public Assistance Program and Policy Guide, Version 5.0 Amended, Effective January 6, 2025](#)
- [Public Assistance Management Costs \(Interim\) FEMA Recovery Policy FP 104-11-2](#)
- 2 CFR Part 200 (Effective Date 1/03/2025)
- 44 CFR Chapter I Subchapter D (Effective Date 12/31/2024)
- State of Oregon Public Assistance Program Administrative Plan

EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS

The Subrecipient will comply with all Department of Homeland Security Standard Terms and Conditions in effect on the date of the Declaration, available at [DHS Standard Term and Conditions](#), which are incorporated by reference into this Agreement.

The Fiscal Year (FY) 2025 Department of Homeland Security Standard Terms and Conditions, v. 3 (Apr. 18, 2025), which are incorporated by reference into this Agreement with the exception of Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) and Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration). Paragraphs C.IX and C.XVII(2)(a)(iii) do not apply to any federal award covered by this Agreement.

EXHIBIT D – [RESERVED]

**EXHIBIT E - SAMPLE PROJECT SPECIFIC AWARD INFORMATION
REQUIRED BY 2 CFR § 200.332(A)(1)**

DR4907OR Project Specific Award Information

Requirements for pass-through entities by 2 CFR 200.332 (effective date 04/2024)

Federal Award Identification -

1. Subrecipient Name (which must match the name associate with 2. below):
2. Subrecipient's Unique Entity Identifier (UEI):
3. Federal Award Identification Number (FAIN): **4907DRORP 00000001**
4. Federal Award Date of award to the recipient by the Federal agency: **DR4907 04/07/2026**
5. Sub-award Period of Performance Start and End Date: **DR4907 Cat A-B 04/07/2026-10/07/2026**
6. Sub-award Budget Period Start and End Date **DR4907 Cat A-B 04/07/2026-10/07/2026**
7. Total Amount of Federal Funds Obligated by this Agreement:
8. Date of Obligation:
9. Total Amount of Federal Funds Obligated to Subrecipient by the pass-through entity including this Agreement:
10. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
11. Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
12. Name of the Federal Award agency, pass-through entity, and the contact information for awarding official of the pass-through entity:
 - a. Name of the Federal Award agency: **Federal Emergency Management Agency (FEMA)**
 - b. Name of the pass-through entity: **Oregon Department of Emergency Management (OEM)**
 - c. Contact information for the Awarding Official of the pass-through entity: **Alternate Governor's Authorized Representative (AGAR) Patence Winningham, 503-378-3434, patence.winningham@oem.oregon.gov**
13. Federal Award:
 - a. Assistance Listing number and Title: **97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters)**
 - b. Amount:
 - c. Disaster Declaration Date: **DR4907 04/07/2026**
 - d. Incident Period **DR4907 12/15/2025-12/21/2025**
14. Is Award Research and Development: ☐ Yes ☒ No
15. Indirect Cost Rate: **0**

EXHIBIT F – CERTIFICATION REGARDING LOBBYING

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 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, continuation, 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 subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

Signed

Title

Date

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☐ Direct Appropriation (no application)
☒ Subrecipient Award ☐ Direct Award

Award Renewal? ☐ Yes ☒ No

Lead Fund # and Department:	
Name of Funding Opportunity:	FEMA DR-4907 Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides

Funding Source: ☐ Federal – Direct ☒ Federal – Pass through ☐ State ☐ Local

Requestor Information: (Name of staff initiating form)	Shelli Marshall
Requestor Contact Information:	mmarshall@clackamas.us
Department Fiscal Representative:	Shelli Marshall
Program Name & Prior Project #: (please specify)	N/A

Brief Description of Project:

December 15-21, 2025, our region sustained high winds, flooding, landslides causing county-wide damage and causing Clackamas County to incur costs keeping roads clear and safe, residents safe, along with infrastructure damage to various County assets.

Name of Funding Agency: Federal Emergency Management Agency/Oregon Emergency Management

Notification of Funding Opportunity Web Address: <https://oemgrants.oregon.gov/app/#24990>

OR

Application Packet Attached: ☒ Yes ☐ No

Completed By:

Date:

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

☐ Competitive Application ☐ Non-Competing Application ☒ Other

Assistance Listing Number (ALN), if applicable:	97.036	Funding Agency Award Notification Date:	4/7/26
Announcement Date:	4/7/26	Announcement/Opportunity #:	DR-4907
Grant Category/Title	Natural Disaster/DR4907-Severe Storm	Funding Amount Requested:	Approx \$5,611,432
Allows Indirect/Rate:	No	Match Requirement:	Approx \$1,870,477
Application Deadline:		Total Project Cost:	Approx \$7,481,909
Award Start Date:	12/15/25	Other Deadlines and Description:	Each category has it's own deadlines, most of which can be extended
Award End Date	Work Complete		
Completed By:	Shelli Marshall	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:

How much General Fund will be used to cover costs in this program, including indirect expenses?

FEMA covers 75% of costs and no indirect costs can be included. For management costs (generally 5% of overall project totals), FEMA covers 100%

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

N/A

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

Match requirement is 25%, covered within each departments resources for their portion. Overall estimate is \$1,870,477

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

No but it does cover some management costs. This is used to cover those that contribute to each projects necessary tasks in order to complete the required documentation and support the FEMA/OEM will need in order to complete the reimbursement. This is usually capped at 5% of the overall project totals and is paid at 100% once all work is complete

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

No. The purpose is to cover eligible costs related to the EOC, increased 911 calls, CCSO rescues and welfare checks, DTD road closures and clean-up along with clearing land and mud slides, and the aftermath of flooding, County parks cleanup and replacement or repair of lost equipment/park infrastructure, repairs to WES waste pipes that became exposed, stabilization of landslide within 5 feet of gravity main and road repairs to the Carli Creek facility and significant repairs to DTD's Molalla staging site and a roadway in danger of collapse with erosion happening beneath the paved area

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes and contractors will be used as needed for various repairs

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

No

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No, this covers eligible expense County-wide within their existing programs

Collaboration

1. List County departments that will collaborate on this award, if any.

Main departments are Finance, Facilities, DTD, DM, WES, CCOM, CCSO, Parks, County Fairgrounds and others you assisted in the EOC

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Quarterly progress reports are due on the 15th of each month following the end of the quarter

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

No performance requirements

3. What are the fiscal reporting requirements for this funding?

The same quarterly reports as above

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Due to the Storm in December 2025, the County incurred costs and damages that would have to be covered by County funds. With this grant, FEMA will provide some relief and cover 75% of those eligible costs

2. Who, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Objectives are to make sure County roads are in good repair and clear of debris, any emergency needs were met and that County infrastructure is brought back to it's pre-disaster

Other information necessary to understand this award, if any.

These disaster funds help cover eligible expenses that the County would have to cover regardless of this funding

Program Approval:

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Name (Typed/Printed)	Date	Signature
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DEPARTMENT DIRECTOR (or designee, if applicable)

Name (Typed/Printed)	Date	Signature
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FINANCE ADMINISTRATION

Robert Tintle	10/21/2026	 Robert Tintle (Oct 21, 2026 15:41:43 PDT)
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)

Name (Typed/Printed)	Date	Signature
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Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved: ☐	Denied: ☐
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and
Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.

DR4907 Financial Application Lifecycle Process Form_03-2025

Final Audit Report

2026-10-21

Created:	2026-10-21
By:	Michelle Marshall (mmarshall@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj9R3P2oRUJJEtM4rjXfL6R8NxzjabHGG

"DR4907 Financial Application Lifecycle Process Form_03-2025" History

-  Document created by Michelle Marshall (mmarshall@clackamas.us)
2026-10-21 - 9:52:35 PM GMT- IP address: 208.79.249.130
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-  Signer rtintle@clackamas.us entered name at signing as Robert Tintle
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