

**REVISED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

**BY AND BETWEEN
WASCO COUNTY
AND
WASCO COUNTY SOIL AND WATER CONSERVATION DISTRICT**

This Agreement (Agreement) is made by and between Wasco County, a political subdivision of the State of Oregon (County), and Wasco County Soil and Water Conservation District (Subgrantee). The County and Subgrantee may be referred to jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, the Parties initially entered into an Intergovernmental Agreement on **October 16, 2024**, outlining the Subgrantee's scope of work under the Project; and

WHEREAS, on 7.03.24 the USDA, United States Forest Service (Federal Agency) awarded Wasco County a \$5,945,661.00 grant (Grant) to support the project "Wasco Red Zone Partnering on Wildfire Mitigation in the Nation's Highest Risk Communities" (Project) and

WHEREAS, the Project aims to augment ongoing collaborative efforts in wildfire planning and mitigation across Wasco County and to reduce wildfire risk to rural, fire vulnerable communities in central Wasco County; and

WHEREAS, the Project encompasses five rural communities (Maupin, Pine Grove, Pine Hollow, Tygh Valley and Wamic) with extreme wildfire risk and significant vulnerabilities; and

WHEREAS, the Project tasks are divided between local, state and federal partners; and

WHEREAS, Subgrantee is one of the partners tasked with completing work on the Project and will receive pass-through funding from the Grant; and

WHEREAS, County is serving as the fiscal agent and lead implementer for the Project; and

WHEREAS, on 9.9.24, County executed a Federal Financial Assistance Aware of Domestic Grant 24-DG-11062752-629 with USDA, Forest Service Pacific Northwest Region (Grant Agreement) setting forth the conditions of the Grant; and

WHEREAS, Wamic Rural Fire Protection District had previously entered into an agreement with the County on November 6, 2024 to carry out a portion of the Project's scope of work; and

WHEREAS, it has since been determined that the Wasco County Soil and Water Conservation District (Subgrantee) is better prepared and situated to carry out the Wamic Rural Fire Protection District scope of work in addition to its own original scope of work; and

WHEREAS, the County's agreement with Wamic Rural Fire Protection District has been terminated for cause related to the Project; and

WHEREAS, the Subgrantee has accepted the responsibilities and allocated budget previously awarded to the Wamic Rural Fire Protection District through the Community Wildfire Defense Grant (24-DG-11062752-629), in the amount of \$978,101; and

WHEREAS, under the cited authority, the Parties desire to enter into this Revised and Restated Agreement to provide for the exchange of funds to complete the Subgrantee's expanded and consolidated tasks in the Project, including the work originally assigned to Wamic Rural Fire Protection District; and

WHEREAS, this Revised and Restated Intergovernmental Agreement is being executed by the Parties on the date last written below ("Execution Date"), replacing and superseding all previous agreements related to this Project.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. START AND END DATES.

This Agreement shall be effective when signed by the Parties **(Effective Date)**. However, for the purposes of reimbursement of allowable costs and the assumption of the expanded scope of work, this Agreement shall be deemed to commence retroactively on April 16, 2025 (the "Commencement Date"). Unless terminated earlier, This Agreement shall remain in effect until September 9, 2029 (End Date).

2. AGREEMENT DOCUMENTS.

This Agreement consists of this document and the following exhibit, which is attached hereto and incorporated herein.

Exhibit A: Federal Financial Assistance, Award of Domestic Grant 24-DG-11062752-629

Exhibit B: CWDG Funding Budget

Exhibit C: CWDG Award Administration Guide for Grantees

3. REIMBURSEMENT

- A. The County will disburse the Grant funds to Subgrantee on a reimbursement basis.
- B. Each monthly reimbursement request shall include the following information:
 - a. The task(s) associated with the request as provided in Exhibit A, Pg 35, Tasks and as described in Exhibit B.
 - b. Documentation supporting the request, including but not limited to receipts /invoices for services and materials and/or time cards for personnel costs. Requests for reimbursement of personnel time should be accompanied by a clear time tracking method and accompanied by a personnel rate sheet that breaks out fringe personal costs from base wage. Supporting documentation must be sufficient to receive reimbursement pursuant to the Grant Agreement contained in Exhibit A and expenditures must be allowable pursuant to Exhibit C, Part V: Allowability of Costs.
 - c. Within ten (10) days of Subgrantee' s submission of each reimbursement request, County's grant administrator or designee shall inspect the request and submit the request to the Federal Agency if the grant administrator or designee is reasonably satisfied with the reimbursement request and its attachments. If the grant administrator or designee is not satisfied with the documentation, they shall return with the request for clarification.
- C. County shall disburse funds to Subgrantee within thirty (30) days of receipt of funds from the Federal Agency.

4. RESPONSIBILITIES OF THE PARTIES.

- A. County Responsibilities:
 - 1. County agrees to reimburse Subgrantee from the Grant funding in the amount of up to \$2,474,590 for purposes of completing the tasks outlined in Exhibit A, Pg 35, Tasks and as described in Exhibit B.
 - 2. County shall report all subgrants of \$30,000 or more at fhrs.gov in compliance with 2 CFR 170.
 - 3. County has evaluated Subgrantee's risk in accordance with 2 CFR 200.332(b) prior to entering into this Agreement.
 - 4. County shall adhere to 2 CFR Part 180 Subpart C in regard to review of Subgrantee's debarment or suspension.
- B. Subgrantee Responsibilities:
 - I. Subgrantee shall have in place accounting and internal control systems that provide for appropriate monitoring of Grant funds to ensure the expenditures are reasonable, allocable and allowable. Internal controls in accounting are procedures that are put in place within an organization to ensure business is carried out in an orderly, effective, and accurate manner.
 - II. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligations and expenditure of funds.

- III. Monitoring and Reporting. Subgrantee shall monitor performance to assure adherence to performance goals, schedules or other requirements consistent with Exhibit A.
- A. Subgrantee shall use the SF-425 form for financing reporting. All reporting must be submitted to the grant coordinator or designee fifteen (15) days prior to the end of each fiscal quarter.
 - B. Subgrantee shall perform all designated tasks in Exhibit A within the time periods specified. In addition, Subgrantee shall provide annual performance reports according the following guidelines:
 - A Reports shall be submitted prior to February 15 of each year of this agreement, beginning February 15, 2025
 - B. Reports shall comply with Exhibit C, Part II, Grant Administration and include written summary of progress on project tasks including quantitative and qualitative data and success stories, photos, and other materials that illustrate performance progress. The county may use this material to also promote the Project progress.
 - C. Subgrantee is a subrecipient of the Grant and will comply with the terms and conditions of the Grant Agreement contained in Exhibit A and Exhibit C, including but not limited to the following:

System for Award Management (SAM). Subgrantee warrants they do not have any active exclusions in SAM.
Notification. Subgrantee shall immediately notify County of developments that have a significant impact on Subgrantee's designated tasks under this Agreement. Subgrantee must also notify the County of problems, delays, or adverse conditions that may impair the ability to meet the objectives of the Grant. The notification must also include a statement of the action taken or contemplated, any assistance needed to resolve the situation.

Other Obligations. Subgrantee shall abide by any applicable provision of the Grant Agreement, contained in Exhibit A, including Attachments A, B and C and Exhibit C whether or not it is listed herein.

Insignia. Subgrantee will request written permission from Federal Agency prior to using Federal Agency insignia.

Employee Whistleblower Protection. Subgrantee must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subgrantee must inform subrecipients, contractors and employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712. Subgrantee must adhere to the provisions of Exhibit A, Attachment C.

Compliance with 2 CFR part 200. Subgrantee must comply with all applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

Financial Records. Subgrantee will cooperate with County to provide all necessary financial information and records to comply with the

Grant Agreement reporting requirements. Subgrantee will keep proper books of account and records on all activities associated with the Grant, including but not limited to invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant funds. Subgrantee will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until three (3) years after the End Date of this Agreement or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later. Subgrantee shall comply with 2 CFR 200.334 regarding financial records and supporting documentation.

Inspection. Subgrantee shall permit County, and any party designated by County, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Subgrantee shall supply Agreement-related information as County may reasonably require.

Publications. Subgrantee shall acknowledge Federal Agency support in any publication, audiovisual, and electronic media developed as a result of the Grant pursuant to the guidelines in USDA Supplemental 2 CFR 415.2.

Copyright. County and Subgrantee are granted sole and exclusive right to copyright any publication developed as a result of the Grant. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of the copyright and all renewals therefor. No original text or graphic produced and submitted by the Federal Agency shall be copyrighted. The Federal Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for federal government purposes.

Non-Discrimination. Subgrantee shall include the Non-Discrimination Statement as provided in Exhibit A, Attachment A: Forest Service Award Provisions, subsection (N) whenever required by subsection (N)

Debarment. Subgrantee must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction and return to the County within seven (7) days of execution of this Agreement.

Human Trafficking. Subgrantee shall refrain from trafficking in person as provided in the application provisions of Exhibit A, Attachment A: Forest Service Award Provisions subsection (X) and follow any applicable directive.

Drugfree Workplace. Subgrantee shall adhere to the Drugfree Workplace provisions as provided in Exhibit A, Attachment A: Forest Service Award Provision subsection (Y)

Telecommunications. Subgrantee shall adhere to the Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment provision as provided in Exhibit A, Attachment A: Forest Service Award Provision subsection (EE)

Executive Compensation. If applicable Subgrantee shall report total compensation of executives as provided in Exhibit A, Attachment B and 2 CFR part 170.

And Justice for All. Subgrantee shall display an "And Justice for All" (AD-475A) poster in the public reception area or other area visible to the public.

COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

County and Subgrantee are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted

and supplemented by the USA in 2 CFR Part 400.

IV. RECITALS.

The recitals above are incorporated herein as if fully set forth.

V. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

VI. TERMINATION.

This Agreement may be terminated by either party with thirty (30) days' notice. This Agreement shall automatically terminate, in whole or in part, if the Grant Agreement terminates and to the same extent as the termination of the Grant Agreement.

B. AMENDMENTS.

Modifications to this Agreement are valid only if made in writing and signed by all parties.

VII. INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor ' s performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

VIII. ACTION, SUITS, OR CLAIMS.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

9. INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

10. NO THIRD-PARTY BENEFICIARIES.

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

11. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive . The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

12. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve

any dispute concerning any party' s performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 13. If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Wasco County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

13. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

14. SEVERABILITY/SURVIVAL OF TERMS.

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. All provisions concerning indemnity survive the termination of this Agreement for any cause.

15. FORCEMAJEURE.

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

16. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

17. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

18. RECORDS.

All records, including financial, supporting documentation, must be retained for a period of three years from the End Date of this Agreement. All records related to this grant are discoverable, according to 5 USC 552 and requests are subject to 2 CFR 315(e)

19. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

20. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery or mailing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For Wasco County:

Scott Hege

Chair, Board of County Commissioners Wasco County
401 E 3rd Street, Suite 200 The Dalles, OR 97058 (541) 506-2520

For Subgrantee:

Shilah Olson

District Manager, Wasco County SWCD Soil and Water Conservation District 2325 River Road, Suite 3
The Dalles, OR 97058 (541) 296-6178 x105

1. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2. ENTIRE AGREEMENT.

This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

FOR WASCO COUNTY

By: _____
Scott Hege, Commission Chair

Date: _____

FOR WASCO COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY: _____
Shilah Olson, District Manager

Date: _____

Approved as to Form:

Kristen Campbell, County Counsel

Date: _____