

**YAMHILL COUNTY  
MCMINNVILLE FIRE DISTRICT  
GRANT AGREEMENT**

THIS GRANT AGREEMENT, (“Agreement”) is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon (“County”) and **McMinnville Fire District**, an ORS 478 rural fire protection district , 175 NE First Street, McMinnville, Oregon 97128 (“Recipient”). Each party may hereinafter be individually referred to as the “Party” and collectively referred to as the “Parties.”

**RECITALS**

1. Pursuant to funding available under section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), the County is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.
2. ARPA provides funds to state, local and tribal governments through the State and Local Fiscal Recovery Funds (“SLFRF”) program to provide support to local governments in responding to the economic and public health impacts of COVID-19 and assist in their efforts to contain impacts on their communities, residents, and businesses. This Agreement governs the disbursement by County of Grant Funds (as defined below) from ARPA to Recipient.
3. County has received and reviewed Recipient’s application for Grant Funds for its purchase of a dedicated towing vehicle for smoke training fire education and County approves Recipient’s application.
4. The County has conditions for disbursement of Grant Funds and the inability of Recipient to meet these conditions may result in loss of funding. The receipt and use of funding under this Agreement by Recipient is subject to conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERMS OF AGREEMENT**

1. County and Recipient agree that Recipient shall use approved Grant Funds to:

**Purchase a dedicated towing vehicle for smoke training fire education.**

**referred** to herein as the “Project”, as further described in Recipient’s application, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

The total amount of funding awarded to Recipient is **\$10,000.00**. (“Grant Funds”). ARPA provides that SLFRF funds may be used “to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.”

2. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. In the case of a violation of Section 603(c) of ARPA regarding the use of Grant Funds, previous payments shall be subject to recoupment by County, or the US Treasury (“Treasury”) as provided in Section 603(e) of ARPA.
3. The term of this Agreement is effective on the date all required signatures are obtained and shall expire **12 months** from that date.

4. Recipient acknowledges and agrees that (i) the Grant Funds are a subaward of SLFRF funds, (ii) Recipient shall comply with all requirements for use of Grant funds, and (iii) Recipient shall comply with all reporting requirement for expenditures of Grant funds. Recipient acknowledges and agree that they are familiar with the applicable use and reporting requirements.

## II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in **Exhibit A** and comply with all requirements as provided herein.
2. Any changes to Project scope as detailed in **Exhibit A** or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
3. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable under this Agreement, including, without limitation, ARPA and all applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Section 603 of ARPA, regulations adopted by the Treasury pursuant to Section 603(f) of ARPA and guidance applicable to Recipient issued by Treasury applicable to the foregoing (ii) 2 CFR Part 25, Part 170, Part 180 and Part 200 (including Appendix XII to Part 200), as applicable (iii) Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, (iv) 31 CFR Part 19, Part 20 and Part 21, as applicable, (v) 42 USC Sections 4601-4611, as applicable, (vi) Title VI of Civil Rights Act of 1964 and Treasury's implementing regulations at 31 CFR Part 22; (vii) Title VIII of the Civil Rights Act of 1968, (viii) The Age Discrimination Act of 1975, as amended and Treasury's implementing regulations at 31 CFR Par 23, (ix) Title V and Section 504 of the Rehabilitation Act of 1973; (x) the Americans with Disabilities Act of 1990 and ORS 659A.142; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) all other applicable requirements of federal and state civil rights, environmental and rehabilitation statutes, rules and regulations. Recipient is responsible for all federal and state tax laws applicable to this Agreement or compensation, or payments paid with the Grant Funds. In the event Recipient is obligated to abide by prevailing wage rates imposed by state law, the Recipient shall comply with ORS 279C.800 to ORS279C.875. In the event the Recipient is obligated to abide by prevailing wage requirements imposed by federal law, the Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq).
5. Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement, except as solely caused by the part to be indemnified.
6. Recipient must disclose in writing to County, as appropriate, any potential conflict of interest affecting the Grant Funds in accordance with 2 CFR Section 200.112
7. Recipient may not use any Grant Funds to reimburse itself for the defense of or settlement of any claim.
8. Recipient acknowledges and agrees that County, the Treasury Office of Inspector General and

the Government Accountability Office and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient pertinent to this Agreement for a period of six (6) years after execution of this Agreement or Recipient's expenditure or return of all the Grant Funds, whichever is longer, and Recipient shall maintain all records in accordance with Section IV. 14. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party. Recipient shall maintain all records and financial documents in compliance with Section 603(c) of ARPA

9. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Recipient, that employ subject workers who work under this Agreement 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. Recipient shall ensure that each of its Contractors complies with these requirements.
11. Recipient certifies and represents that (i) the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request, and (ii) it was not designated to receive a grant for distribution of ARPA funding directly from any other source to support the Project, and (iii) there is no proceeding pending or threatened against Recipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Recipient to carry out the Project.
12. Recipient's Project Manager is **Reed Godfrey, 175 NE First Street, McMinnville, OR, 97128, [reed.godfrey@mcminnvillefiredistrict.gov](mailto:reed.godfrey@mcminnvillefiredistrict.gov), 503-435-5800** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.
13. Recipient must obtain and maintain insurance in types and amounts customarily carried by Recipient's industry and appropriate for the Project. Additionally, as the Project includes the construction, remodel or repair of real property or improvements to real property, Recipient must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.
14. Recipient, any subrecipient of Recipient, grantee, contractor, subcontractor, successor, transferee, and assignee of Recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
15. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited

under Title VI of the Civil Rights Act of 1964 and the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

16. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
17. Recipient acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
18. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

### III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon County having Grant Funds sufficient to fund the Project. The Agreement is effective, and Grant Funds may be disbursed upon execution of this Agreement and the availability of Grant Funds as determined by County in its sole discretion.
2. The disbursement of Grant Funds by County is contingent upon (i) County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to disburse Grant Funds under this Agreement, (ii) Recipient is not in default under this Agreement, and (iii) Recipient's representations and warranties set forth herein are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the terms of this Agreement. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply and County will allow thirty (30) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies or respond and show substantial steps toward cure; provided however, that in no event shall Recipient have more than 45 days to correct the noted deficiencies and if noted deficiencies have not been fully corrected within 45 days the County may impose sanctions against Recipient.
5. One or more of the following sanctions may be imposed if noted deficiencies are not remedied within the time specified in the notice to cure: (i) revocation of this grant award, (ii) withholding of unexpended Grant Funds, if any, (iii) return of unexpended Grant Funds or repayment of expended Grant Funds, (iv) the barring of Recipient from applying for future

assistance, or (v) other remedies that may be incorporated into this Agreement.

6. County may withhold from disbursement of Grant Funds due to Recipient, or Recipient must return to County within 30 days of County's written demand any Grant Funds (i) paid to Recipient that exceed the amount to which Recipient is entitled, (ii) received by Recipient that remain unexpended or contractually committed for payment of the Project at the end of the Project period, (iii) determined by County or the Treasury to be spent for purposes other than allowable Project activities; or (iv) requested by recipient as payment for deficient activities or materials.
7. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
8. County's program manager is **Gioia Goodrum, 536 NE 5<sup>th</sup> Street, McMinnville, OR 97128, 503-434-7320, [goodrumg@co.yamhill.or.us](mailto:goodrumg@co.yamhill.or.us)**, or assigned designee upon individual's absence.

#### IV. GENERAL PROVISIONS

1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
  - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within thirty (30) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures or respond to the County addressing said notice in a matter reasonably acceptable to the County in its sole discretion, explaining the steps Recipient is taking to perform.
  - b. County or a court of competent jurisdiction determines that federal law, state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in **Exhibit A** are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
  - a. Statements, information, or representations in Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement, were false, misleading, fraudulent or misrepresentations; or
  - b. There has been a change in circumstances so that information provided in Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant, or representations concerning Recipient's application or the Project that County, in its reasonable discretion, determines are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
  - a. County fails to make payments due under this Agreement, or
  - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. 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 Yamhill 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 above, 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. .
8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached **Exhibit A** will control over **Exhibit B** or the Project application and documents provided by Recipient to County. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.
11. All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations under Sections II.5., IV.2., IV.6., IV.7., IV.8, IV.11, IV.12 and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to either party under this Agreement prior to termination.
12. Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.

13. Recipient may not assign or transfer its interest in this Agreement without the prior written consent of County and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. County's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

14. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees County and the federal government, and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Time is of the essence in Recipient's performance of the Project activities under this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

**COUNTY**

Signed by:  
By Lindsay Berschauer  
1E3542C8E2074D7...

Yamhill County

Date 12/10/2024

**RECIPIENT**

Signed by:  
By Reed Godfrey  
5C85A47C04F4418...

Print name: Reed Godfrey

Title: Fire Chief

Date 12/10/2024

Tax ID:

APPROVED AS TO FORM:

DocuSigned by:  
Christian Boenisch  
42D9EF944634DC...

Christian Boenisch  
County Counsel

**Approved by the BOC on: 12/5/24**

**via Board Order No.: 24-350**

## EXHIBIT A

1. Recipient shall use the Grant Funds for the purposes identified in its application and subject to the applicable eligibility requirements of ARPA and any implementation guidance from the Treasury for its ARPA funding
2. Recipient represents and warrants that the Grant Funds will be used to cover costs that are necessary expenditures incurred due to:  
**Purchase a dedicated towing vehicle for smoke training fire education.**
3. Recipient may not use Grant Funds to cover costs scheduled to be paid for from another source.
4. Recipient represents and warrants that all expenditures of the Grant Funds will comply with ARPA as cited in this Agreement.
5. The Recipient shall promptly notify County of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations under this Agreement.
6. This Agreement and the Grant Funds are federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number is 21.019. Recipient, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.
7. Recipient will provide all necessary financial information and records to comply with ARPA reporting requirements.
8. The use of all Grant Funds paid under this Agreement are subject to all applicable federal regulations.
9. Recipient must ensure that any further distribution or payment of the Grant Funds paid under this Agreement by means of any contract, subgrant or other agreement between Recipient and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.

**EXHIBIT B**

**MCMINNVILLE FIRE DISTRICT PROJECT PROPOSAL**

At yesterday's Board of Commissioners meeting, ARPA dollars were brought up with further discussion and decisions to be made at the next BOC meeting. The McMinnville Fire District would like to put in a formal request to receive some ARPA funding from the County. As you all know, we are newly established Fire District with many needs and plans that require funding to accomplish. One of the areas we are working on evolving is our Fire and Life Safety Division.

McMinnville Fire is the only agency in the County with a dedicated Fire and Life Safety program. Every October, during Fire Prevention month, our staff actively reaches out to the schools in our Fire District and performs demonstrations and education for children. Our visits include a large gooseneck School Education Trailer (S.E.T.) that requires a specialized vehicle to tow. This trailer is set up to fill with safe artificial smoke to teach the kids to crawl under hazardous smoke, feel a door for heat and exit the structure safely out of a window. There is also an audio visual area for educational videos and other areas utilized to educate our youth about fire safety. We also utilized this S.E.T. trailer at the Yamhill County Fair as you may have seen.

Unfortunately, the Fire District does not currently own a vehicle capable of safely towing this trailer and we need to purchase one soon. We have been borrowing an employee's vehicle for all of these events in order to continue our education to the schools and fairs which is not an ideal situation. Also this week, the trailer was loaned to Amity Fire District, at no cost to them, to utilize at their schools during Fire Prevention month.

We have identified a used pickup capable of towing our School Education Trailer currently for sale for \$19,500. With added on lights and airbags, logos, and other miscellaneous needs it will end up being over \$20,000 to outfit a dedicated tow vehicle. Our official ask from the County is for \$10k of the County ARPA funds. We project this to be less than half of the expense of the vehicle with outfitting, and the McMinnville Fire District would fund the rest of the expense for this County wide available asset. Please let us know if you have any questions.

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