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**Yamhill County**

*"Excellence in Service"*

**Information Technology,  
and Telecommunications**

636 NE 7th Street  
McMinnville, Oregon 97128  
(503) 434-7505  
Fax: (503) 472-9179

22 October, 2014

Board of Commissioners:

Accompanying this memo is a proposed amendment to the existing agreement with Star Microwave, Inc. The Board took action on 11 September, 2014, to award the original contract to Star for Phase I of the microwave project. At about the same time, we received word from the State Office of Emergency Management that we had been awarded the grant for Phase II. Since Phase II will require additional equipment and services, and there are additional requirements due to the nature of federal grants, we need to execute an amendment to the original contract.

I am requesting that the Board authorize the Chair to sign this amendment once we have received the approval back from the vendor, Star Microwave, Inc. This will then enable us to order the additional \$128,239 in equipment and services that will be needed in order to implement Phase II of the microwave project.

If there are any questions about this, please don't hesitate to let me know.

Thank you,

Murray L. Paolo  
Information Technology

Cc: Laura Tschabold, County Administrator

Accepted by Yamhill County  
Board of Commissioners on

10-23-14 by Board Order  
# 14-647

 ORIGINAL

**Amendment #1 to Agreement between  
Star Microwave and Yamhill County**

THIS Amendment No. 1 ("Amendment #1") is made by and between Yamhill County, a political subdivision of the state of Oregon (the "County") and Star Microwave ("Star")

WHEREAS, effective September 11, 2014, County and Star entered into an agreement pursuant to which the County will acquire and install replacement microwave radio and related equipment to support the public safety needs of County from Star (the "Contract"); and

WHEREAS, the County and Star now wish to amend the Contract to incorporate the following revisions; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Star, intending legally to be bound, hereby agree as follows:

1. Section 5.0, "Access to Records" is hereby amended to include the following new subsection 5.2:

"5.2 Star acknowledges and agrees: (i) to provide the Oregon Office of Emergency Management (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, access to records, accounts, documents, audits, reports, information, facilities and staff, (ii) to cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, audits, reports and other documents and sources of information related to this Agreement and the County's grant from the Oregon Military Department, Office of Emergency Management, State Homeland Security Program Grant, CFDA #97.073 (Microwave Network Improvement Project, Phase II), Grant No. 142-255 (the "Grant), and (iii) permit access to facilities, personnel and other individuals and information as may be necessary. The right if access granted herein is not limited to the required retention periods under the Grant but shall last as long as the records are retained. Notwithstanding the above, Star, and its contractors (if any), shall retain the records described in the Grant for a minimum period of six years from the date of the disposition or replacement or transfer at the discretion of OEM."

2. Section 7.0 "Indemnification: is hereby amended to include the following new subsection 7.3:

**"7.3 Indemnification of OEM and State.** Star agrees to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 Start or any of Star's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of County and Star that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by Star from and against any and all Claims.

Furthermore, neither Star nor any attorney engaged by Star shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Star is prohibited from defending State or that Star is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interest of the State to do so; and Star hereby consents to the State's reservation of all rights to pursue claims it may have against Star if State elects to assume its own defense."

3. Section 15.0, "Work Orders", is hereby amended to include the following new subsection:

**"15.6 Phase II.** The Contract is hereby amended to include Quote Q14-10022014 in the amount of \$128,239.00, attached hereto as Exhibit A and incorporated herein by this reference.

4. Section 16.0, "Miscellaneous", is hereby amended to include the following new subsections:

**"16.26.** To the extent Star uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**16.27.** County and Star shall work together to develop adequate maintenance procedures to keep property and equipment acquired pursuant to this Agreement in good condition.

**16.28.** Star shall use property and equipment management requirements that meet or exceed the requirements provided in the Grant applicable to all property and equipment purchased with Grant funds."

5. Star hereby acknowledges and agrees to (i) comply with all terms and conditions applicable to Star or to "contractors", "subcontractors" or "subrecipients" as provided in the "Federal Requirements and Certifications", attached hereto as Exhibit B and incorporated herein by

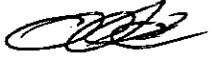
this reference, and (ii) comply with all of the requirements provided in, "Subagreement Insurance Requirements", attached hereto as Exhibit C and incorporated herein by this reference, including but not limited to including OEM, its officers, employee and agents as Additional Insureds.

6. Except as modified by the terms of this Amendment #1, the Contract shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Contract not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.
6. County and Star and each of the persons executing this Amendment on behalf of County and Star hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
7. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
8. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.
9. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

(Signature page follows)

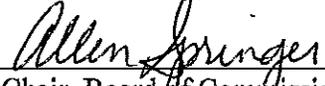
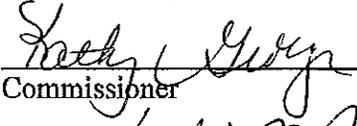
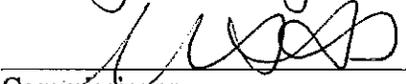
IN WITNESS WHEREOF, the County and Star have each caused this Amendment to be signed and delivered by its duly authorized representative as of the date listed below.

Star Microwave

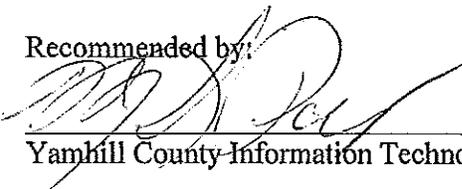
By:   
Print Name: OCTAVIO BEAS  
Title: MANAGER  
Date: 10/22/14

Tax ID# 94-3182907

Yamhill County, OR

  
Chair, Board of Commissioners  
  
Commissioner  
  
Commissioner

Recommended by:

  
Yamhill County Information Technology

APPROVED AS TO FORM

  
Christian Boenisch  
County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
10-23-14 by Board Order  
# 14-642

Exhibit A  
(see attached)

Exhibit "A"



47561 Spaulding Drive  
Fremont, CA 94538  
Tel: +1 510 488 7900  
Fax: +1 510 488 7901

Phase 2  
CHILUS Hill Radio  
CHILUS LM Radio (Sours)

Quote Number: CH4-10022014  
Issue: A  
Quote Date: 10/22/2014  
Quote Expiration: 1/14/2015  
Payment Terms: 25% Down Payment, 40% on shipment, 15% after commissioning  
Delivery: 8-10 weeks AEO and frequency  
Freight: FCA Fremont, CA  
Currency: USD  
Warranty: Two years on Radio Products

Ship To: Company name  
Address  
City, State, Zip Code  
County  
Attention:

Yamhill County Information Systems  
604 NE 7th St.  
McMinnville, Oregon 97128  
USA  
email: info@yamhill.or.us

Jack Osbake  
Yamhill County Board of Commissioners  
404 NE Evans Street  
McMinnville, Oregon 97128  
USA  
Library Pkld 503 452 7401

Item #	Model Number	Terminal Description	High Heaven	Deane Creek	Min Top East (Chowden)	Eagle Creek	Bald Peak	Total Terminal	Unit Price	Total Price
1	Star Microwave Chilus HM Series 6GHz	Chilus HM EV 6GHz terminal 4W 1+1 configuration, operating in the 6 GHz band, consisting of (1) protected IDU and (2) ODU's operating with standard power. Capacity is up to 311Mbps Ethernet. Includes ACK License. (Data sheet attached)	1	1				2	\$11,625	\$23,250
1.1	Star Microwave Chilus HM Series 6GHz	ODU Mounting Bracket (To mount rf coupler to rack frame)	1	1				2	\$413	\$826
1.2	Star Microwave Chilus HM Series 6GHz	RF Coupler (to mount protected ODU to antenna feed)	1	1				2	\$850	\$1,700
1.3	Star Microwave Chilus HM Series 6GHz	Rack mounting bracket...to mount ODU/coupler in rack	1	1				2	\$185	\$370
1.4	Star Microwave Chilus HM Series 6GHz	Seven foot rack assembly (includes waveguide to top of rack)	1	1				2	\$450	\$900
2	Star Microwave Chilus LM Series 6GHz	Chilus LM EV 6GHz terminal 4W 1+1 configuration, operating in the 6 GHz band, consisting of (1) protected IDU and (2) ODU's operating with standard power. Capacity is up to 311Mbps Ethernet. (Data sheet attached)			1			2	\$7,882	\$15,764
2.1	Star Microwave Chilus LM Series 6GHz	ODU Mounting Bracket (To mount rf coupler to rack frame)			1			2	\$413	\$826
2.2	Star Microwave Chilus LM Series 6GHz	RF Coupler (to mount protected ODU to antenna feed)			1			2	\$1,250	\$2,500
2.3	Star Microwave Chilus LM Series 6GHz	Rack mounting bracket...to mount ODU/coupler to rack			1			2	\$185	\$370
2.4	Star Microwave Chilus LM Series 6GHz	Seven foot rack assembly (includes waveguide to top of rack)			1			2	\$450	\$900
3	Star Microwave Chilus HM Series 6GHz	Chilus HM EV 6GHz terminal 4W 1+1 configuration, operating in the 6 GHz band, consisting of (2) protected IDUs and (4) ODU's operating with standard power. Capacity is up to 311Mbps Ethernet. Includes ACK, ATPC license (Data sheet attached)			1			2	\$23,870	\$47,740
3.1	Star Microwave Chilus HM Series 6GHz	ODU Mounting Bracket (To mount rf coupler to rack frame)			1			2	\$413	\$826
3.2	Star Microwave Chilus HM Series 6GHz	RF Coupler (to mount protected ODU to antenna feed)			1			2	\$850	\$1,700
3.3	Star Microwave Chilus HM Series 6GHz	Rack mounting bracket...to mount ODU/coupler in rack			1			2	\$185	\$370
3.4	Star Microwave Chilus HM Series 6GHz	Three foot waveguide...to connect rf coupler to antenna feed			1			2	\$476	\$952
4	Star Microwave Chilus Series	Accessories						4	\$850	\$3,400
4.1	Star Microwave Chilus Series	Seven foot rack assembly, single terminal (includes waveguide to top of rack)			1			4	\$800	\$3,200
4.2	Star Microwave Chilus Series	Seven foot rack assembly, two terminal (includes waveguide to top of rack)			1			4	\$800	\$3,200
5	Star Microwave Service Corporation	Service Items						8	\$825	\$6,600
5.1	Star Microwave Service Corporation	Inland Radio Terminals			1			8	\$825	\$6,600
5.2	Star Microwave Service Corporation	Radio Test and Commissioning			1			8	\$825	\$6,600
5.3	Star Microwave Service Corporation	Diagn. Feed Change, realignment, and waveguide sweeps			1			8	\$825	\$6,600
5.4	Star Microwave Service Corporation	Factory Systems Test (includes RFC 254 test report, per top)			1			8	\$1,032	\$8,256
5.5	Star Microwave Service Corporation	Make Inland Materials			1			8	\$100	\$800
5.6	Star Microwave Service Corporation	Documentation and Closeout			1			8	\$147	\$1,176
5.7	Star Microwave Service Corporation	Site Cleanup and Dismant			1			8	\$178	\$1,424
Total, All Items, FCA Fremont, CA									\$124,644	
Shipping Charges, (Surface Freight) Fremont, California to McMinnville, Oregon									\$3,595	
Total, All Items, FCA McMinnville, OR									\$128,239	

Exhibit B  
(see attached)

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation:
    - a. Using Grant Funds only as allowed by 44 CFR 13.22 (a) and in accordance with applicable cost principles described in 44 CFR 13.22(b), including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies;
    - b. Actively tracking and monitoring property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) 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.
  2. OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments.
  3. Audit Requirements set forth in 2 CFR 200.21 (OMB Circular A-133).

4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
6. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
7. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
8. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, as amended.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
  - d. Age Discrimination Act of 1975, 42 USC § 6101.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and

resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

**E. Environmental and Historic Preservation.**

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
  - b. National Historic Preservation Act, 16 USC § 470 et seq.
  - c. Endangered Species Act, 16 USC § 1531 et seq.
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

- F. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subgrantee must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**G. Drug Free Workplace Requirements (2 CFR Part 3001).** Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

**H. Human Trafficking (2 CFR Part 175).** Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

**I. Fly America Act of 1974.** Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

**J Activities Conducted Abroad.** Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**K. Acknowledgement of Federal Funding from DHS.** Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**L. Copyright (44 CFR Part 13.34).** Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee

shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- O. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

Exhibit C  
(see attached)

Exhibit C  
(see attached)

limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subgrantee's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Subgrantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.