

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 1/29/13 **Approx Start Time:** 10:00 AM **Approx Length:** 30 min.

Presentation Title: Urban Area Security Initiative (UASI) Local Grant Agreement (LGA) with Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority

Department: Emergency Management (CEM)

Presenters: Nancy Bush and Sarah Stegmuller Eckman

Other Invitees: Nora Yotsov

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Approve the UASI LGA with Clackamas Fire District #1, Clackamas River Water and Sunrise Water Authority so that it may be placed on the Consent Agenda for signature at the February 7, 2013 Business Meeting.

EXECUTIVE SUMMARY:

CCEM requests Board approval on a Local Grant Agreement between Clackamas County and the sponsored agencies Clackamas Fire District #1, Clackamas River Water District, and Sunrise Water Authority for the FY 2011 UASI Grant. On May 31, 2012 Clackamas County approved an Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. The LGA must be signed by Clackamas County and any sub-recipient benefitting from UASI funds in order for the sub-recipient to receive UASI grant funds.

The FY11 UASI LGA is being reviewed for approval now due to the time that it takes for the UASI award to be made to the County. The UASI grant award is initially made to the State of Oregon. The State then makes an award to the City of Portland, the City of Portland signs the IGA with the County and then the LGA with sub-recipients is executed. Each step in the award process is lengthy due to the need for each jurisdiction to properly follow the local legal review and jurisdictional approval process. The spending period for the FY11 UASI grant is July 1, 2012 through March 31, 2014.

The UASI grant is a 100% federal share grant. When purchases are made by Clackamas County, the County is reimbursed for all approved FY11 UASI grant purchases. For large equipment purchases, the City of Portland makes the equipment purchase and the funds do not pass through the County budget.

In the FY11 UASI grant, Clackamas County agencies have been awarded \$165,408 to procure equipment to enhance emergency response capability in the Portland Urban Area. The FY 2011 UASI grant provides funding for the following interoperable

communications, CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive), emergency water treatment and incident response projects:

Clackamas Fire District #1

- \$15,408 for overtime/backfill and other costs related to the 2013 regional PACE Setter exercise

Clackamas River Water

- \$150,000 for a mobile water treatment plant

Sunrise Water Authority

- No current award; Sunrise Water Authority has submitted the signed LGA to be eligible for future UASI reprogramming projects

All UASI funded equipment is available to the Urban Area for response to natural or manmade disasters. County Counsel has approved the LGA agreement as to form.

FINANCIAL IMPLICATIONS (current year and ongoing):

The UASI grant is a 100% federal share grant. When purchases are made by Clackamas County, the County is reimbursed for all approved FY11 UASI grant purchases. For large equipment purchases, the City of Portland makes the equipment purchase and the funds do not pass through the County budget.

LEGAL/POLICY REQUIREMENTS:

Clackamas County is a signatory to the FY11 UASI Intergovernmental Agreement for the disposition of grant funds to Clackamas County sub-recipients. The Intergovernmental Agreement that Clackamas County has with the City of Portland for UASI grant administration requires that each Portland Urban Area county act as the pass-through for sub-recipients within that County.

PUBLIC/GOVERNMENTAL PARTICIPATION:

N/A

OPTIONS:

1. Approve the FY11 UASI LGA with Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority

Approving the FY11 UASI LGA with the above listed agencies will allow them to receive grant funds from the FY11 UASI grant.

2. Not approve the FY11 UASI LGA with Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority

Not approving the FY11 UASI LGA will result in Clackamas County sub-recipient agencies not being able to receive grant funds. Hundreds of thousands of grant dollars would not benefit County agencies and the County as a whole. Other Clackamas County cities and special districts would also be unable to receive future UASI grant funds.

RECOMMENDATION:

Staff recommends the Board approve the FY11 UASI LGA with Clackamas Fire District #1, Clackamas River Water District and Sunrise Water Authority so that it can placed on the February 7, 2013 Business Meeting Consent Agenda for signature.

ATTACHMENTS:

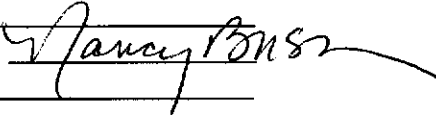
- 1) Urban Area Security Initiative (UASI) Local Grant Agreement

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____



For information on this issue or copies of attachments, please contact Sarah Eckman at 503-650-3381

Fiscal Impact Form

RESOURCES:

Is this item in your current work plan and budget?

YES

NO

START-UP EXPENSES AND STAFFING (if applicable):

The UASI grant is a recurring federal grant program providing funding for interoperable communications, CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive), emergency water treatment and incident response projects to Portland Urban Area agencies. Funding levels are declining from earlier grant years; however, it is anticipated that a basic level of funding will continue in the next fiscal year to maintain existing capabilities afforded by the grant.

ONGOING OPERATING EXPENSES/SAVINGS AND STAFFING (if applicable):

The UASI grant is administered by the City of Portland under the direction of the Regional Disaster Preparedness Organization (RDPO). The Intergovernmental Agreement that Clackamas County has with the City of Portland for UASI grant administration requires that each Portland Urban Area county act as the pass-through for sub-recipients within that County. Clackamas County departments, Emergency Management, Finance and others, incur the ongoing expense of staff time.

ANTICIPATED RESULTS:

The UASI grant dollars received from the FY11 grant will enhance interoperable communications, CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive), emergency water treatment and incident response capabilities in Clackamas County and the Portland Urban Area.

**URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT**

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District ("Sub-recipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$4,925,160, in Fiscal Year 2011 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #11-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2011 in the amount of \$4,668,953, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2011 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

- a) That it has read the award conditions and certifications for UASI Grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.
- b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to 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) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.
- s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.
 - i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
- iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. 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 expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on March 31, 2014, unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the

provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is:

Name: GREGG RAMIREZ

Jurisdiction/District: CLACKAMAS FIRE DISTRICT #1

Address: 2930 SE OAK GROVE BVD MILWAUKEE, OR 97267

Phone: (503) 754-2902

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

By: _____

Date: _____, 2012

Approved as to form

By: _____

County Counsel

Date: _____, 2012

SUB-RECIPIENT

By: [Signature] Fire Chief
Authorized Signature

For: Clackamas Fire District #1
Sub-recipient

Date: December 21, 2012

Approved as to form

By: _____
Attorney

Date: _____, 2012

Sub-recipient liaison for this Agreement is:

Name: _____
Jurisdiction/District: _____
Address: _____
Phone: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

By: _____

Date: _____, 2012

Approved as to form

By: _____
County Counsel

Date: _____, 2012

SUB-RECIPIENT

By: *[Signature]*
Authorized Signature

For: *Clackamas River Water*
Sub-recipient

Date: *October 9*, 2012

Approved as to form

By: _____
Attorney

Date: _____, 2012

Sub-recipient liaison for this Agreement is:


Name: Dan Fraije
Jurisdiction/District: Sunrise Water Authority
Address: 10602 SE 129th Ave, Happy Valley, OR 97086
Phone: 503-761-0220

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

SUB-RECIPIENT

By: _____

By: 
Authorized Signature

Date: _____, 2012

For: Sunrise Water Authority
Sub-recipient

Approved as to form

Date: Oct 30, 2012

By: _____
County Counsel

Approved as to form

Date: _____, 2012

By: _____
Attorney

Date: _____, 2012