



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

April 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

Purpose/Outcomes	The Subrecipient Agreement Amendment is the second amendment between the City of Portland and Clackamas County to increase the current agreement for the procurement, installation, and testing of expanded functionality of the Computer Aided Dispatch System and procurement of additional Citizen Corps equipment in support of our partners.
Dollar Amount and Fiscal Impact	FY18 UASI funds under the Clackamas County agreement will be amended to total \$443,381 up from \$377,281. This is a \$66,100 increase.
Funding Source	The funding source for the FY18 UASI grant is the United States Department of Homeland Security via the Oregon Military Department. No general fund dollars are involved.
Duration	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on June 15, 2021.
Previous Board Action/Review	The Board of County Commissioners approved the FY18 UASI Intergovernmental Agreement with the City of Portland on May 15, 2019, agenda item F.2. and the first amendment on Jan. 9, 2020, agenda item E.1.
Strategic Plan Alignment	1. Ensure Safe, Healthy and Secure Communities
Counsel Review	April 8, 2021 (A. Naylor)
Contact Person	Daniel Nibouar –Disaster Management x.3381
Contract No.	N/A

BACKGROUND:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY17, \$2,837,000 was awarded to the UASI region. \$800,000 of the total directly benefited Clackamas County. The FY18 grant will bring \$2,353,665 to the Portland Urban Area. A minimum of \$443,281 of that total will directly benefit Clackamas County agencies. The County will also benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center.

This amendment directly impacts CCOM and the expansion of the CAD in the region and equipment for Clackamas County Citizen Corps groups.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

Subrecipient AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

and

Clackamas County

AMENDMENT #2

This is Amendment #1 to Contract #32001910 effective May 24, 2019, between the City of Portland (“City”) and Clackamas County, Oregon (“Agency”).

Section B Effective Date and Duration

This Agreement is effective from the date both parties have signed and **is extended until, and including, June 15, 2021.**

Section D Compensation

The total Agreement amount **is increased from** \$377,281 to \$443,381

Section E Reimbursement

City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement. The not to exceed amount **is increased from** \$377,281.to \$443,381

Exhibit A-Scope of Work

Projects

Adds

Expand functionality of MetroWest’s Zoll Computer Aided Dispatcher (CAD) system adapter to integrate direct dispatch of units by the RDPO region Public Safety Answering Points.

Purchase Citizen Corps equipment

Exhibit A-Scope of Work

Goals and Performance Measures

Adds

Expand Functionality of Metro West CAD system	Procure, install and successfully test expanded adapter system	June 1, 2021
Purchase Citizen Corps Equipment	Purchases additional equipment to strengthen Citizen Corps programming.	June 1, 2021

Exhibit A Scope of Work
 Grant Total Budget-All Projects
Adds

UA18-011	Expand Functionality of Metro West CAD System (reallocation)	\$55,000
UA18-025	Citizen Corps Equipment (reallocation)	\$11,100

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **is increased from \$377,281 to \$443,381.**

Exhibit C-Information Required by 2 CRF 200.331

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **is increased from \$377,281 to \$443,381**

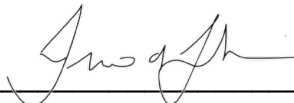
All other terms and conditions shall remain unchanged and in full force and effect.

This amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same amendment. The parties agree the City and Agency may conduct this transaction by electronic means, including the use of electronic signatures.

City of Portland

Date _____

APPROVED AS TO FORM



 Attorney

Date 1/21/2021

Clackamas County, Oregon

Date _____

APPROVED AS TO FORM

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.04.08 08:53:12 -07'00'

 Attorney

Date **4/8/21**



April 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing Upper Sandy River Flood Warning System.

Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Purpose/Outcome	Disaster Management requests approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing flood warning system, cover the 25% local match, and ongoing monthly service costs.
Dollar Amount and Fiscal Impact	The purpose of this HMGP proposal is to upgrade the equipment and improve service reliability of four* of the five gauge sites of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service (CBX) to each station. This HMGP project would cover the service installation costs for electric and fiber connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation. Disaster Management will assume the monthly recurring costs for PGE and CBX services. Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630
Funding Source	General Funds for 25% local match
Duration	Grant performance period is three years with ongoing monthly fees for electricity and fiber broadband services.
Previous Board Action/Review	No previous action.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Council review is not required until agreement is awarded
Procurement Review	Grant application. Procurement review is not required.
Contact Person	Jay Wilson, 503-723-4848

BACKGROUND: This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The system's original five gauge stations, designed by Campbell Scientific, uses five sonar-based sensors mounted under County-owned bridges to detect the water surface level. These stations are solar powered with battery storage and communicate the data every 15 minutes with individual station radio signals to a base station at Hoodland Fire near Welches. Following the complete installation of the system in 2017, the operational reliability has suffered due to poor radio transmission and intermittent solar charging due to snow and ice accumulation on the solar panels. Since 2019 the system has been offline.

A working flood warning system will serve approximately 500 riverside residential properties, along with several thousand properties in the broader channel migration zone, and allow County

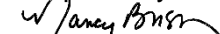
and local emergency officials to track emerging flood conditions of the three rivers within the 10-mile area of the upper Sandy River Basin.

*The site along the upper Salmon River on Bridge Street is not cost effective for both PGE and CBX and will be decommissioned. The remaining four sites are: two on the upper Sandy River – Lolo Pass Road Bridge and on the Brightwood Bridge; one on the lower Salmon River – Brightwood Bridge; and one on the lower Zig Zag River Bridge on Lolo Pass Road.

RECOMMENDATION:

Staff recommends that the BCC approve that Disaster Management staff apply for the FEMA HMGP grant dollars to upgrade the existing Upper Sandy River Flood Warning System.

Respectfully submitted,



Nancy Bush

Director

Attachments:

Clackamas HMGP-PF-FM 5327 Pre-Application Sandy River Flood gauge project

HMGP 5327 Financial Assistance Lifecycle Process Form

Upper Sandy Basin flood system HMGP grant estimated budget

Hazard Mitigation Assistance Pre-Application Form/Letter of Intent

Submitting this form ensures that your grant proposal is reviewed by the State Hazard Mitigation Officer (SHMO) and is considered for inclusion in Oregon's Office of Emergency Management (OEM) library of eligible mitigation grant proposals, which is referenced when funding opportunities arise. It is an important first step in the grant application process.

To encourage and assist with mitigation proposal development in advance of grant announcements, the Oregon SHMO now accepts submission of pre-application forms anytime, regardless of current grant availability.

Instructions: Complete the form and submit it to shmo@mil.state.or.us. The SHMO will review it and contact you. If you have questions or need assistance, please e-mail the SHMO at shmo@mil.state.or.us.

Hazard Mitigation Assistance Grant Program (select one)

- Pre-Disaster:** Building Resilient Infrastructure and Communities (BRIC)
- Pre-Disaster:** Flood Mitigation Assistance (FMA)
- Post-Disaster:** Hazard Mitigation Grant Program (HMGP): [Click here to enter text.](#)
- Post-Disaster:** Hazard Mitigation Grant Program (HMGP) Post Fire (PF): [HMGP-PF-FM 5327](#)

Sub-applicant Information (required)

Sub-Applicant: [Clackamas County Disaster Management](#) Date: [Click here to enter text.](#)

Point of Contact Name and Job Title: [Jay Wilson, Resilience Coordinator](#)

Phone: [503-723-4848](#)

E-mail: jaywilson@clackamas.us

Street Address: [1710 Red Soils Ct, Suite 225](#)

City: [Oregon City](#) State: [OR](#) Zip: [97045](#)

Basic Eligibility (required)

To which FEMA-Approved Hazard Mitigation Plan is your jurisdiction covered by?

Plan Title: [Clackamas County Multi-Jurisdictional Hazard Mitigation Plan](#) Expiration Date: [4/11/2024](#)

Proposed Activity Type (select applicable item(s))

Pre-Disaster

- Capability- and Capacity-Building (BRIC)
 - Project Scoping (previously Advance Assistance) (BRIC)
 - Building Codes Activity (BRIC)
 - Partnership (BRIC)
 - Mitigation Planning or Planning-Related (BRIC)
 - Other Activity (BRIC)
- Mitigation Project (BRIC)
- Technical Assistance (BRIC)
- Project Scoping (previously Advance Assistance) (FMA)
- Community Flood Mitigation Projects (FMA)
- Technical Assistance (FMA)
- Flood Hazard Mitigation Planning (FMA)
- Individual Flood Mitigation Project (FMA)

Post-Disaster

- Advance Assistance (AA)
- Plan
- Project
- 5 Percent Initiative**

As of 9/11/2020

Individual Property-Related Projects (if applicable)

Property Address

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

What type of property is it? (select one)

Publicly Owned Privately Owned Unsure

Does the property have NFIP flood insurance? (select one)

Yes No Unsure

Is the property within a FEMA mapped Special Flood Hazard Area? (select one)

Yes No Unsure

Is the property a Repetitive Loss (RL) or Severe Repetitive Loss (SRL) property? (select one)

Yes No Unsure

Proposal (required)

Proposal Title: [Upper Sandy River Flood Warning System Improvement Upgrades](#)

Estimated Overall/Total Cost: [\\$85,000](#) (75% federal share, \$63,750 and 25% local match, \$21,250)

Estimated Local Management Cost (is up to 5% of the amount listed above): [\\$4,250](#)

Brief Proposal Description: [Hazard and Vulnerability: The upper Sandy River Basin, located on the western slopes of Mount Hood, is a volcanic landscape with highly erosive river banks made up of 250 and 1,500 year old lahar deposits. Numerous homes have had their foundations undercut in high water events from channel migration. The residents, along with County and local emergency officials, have no means to monitor these individual river levels other than back-casting from a single river gauge 10 miles downstream at the USGS Marmot gauge site. This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The system's original five gauge stations, designed by Campbell Scientific, uses five sonar-based sensors mounted under County-owned bridges to detect the water surface level. These stations are solar powered with battery storage and communicate the data every 15 minutes with individual station radio signals to a base station at Hoodland Fire near Welches. Following the complete installation of the system in 2017, the operation reliability has suffered due to poor radio transmission and intermittent solar charging due to snow and ice accumulation on the solar panels. Since 2019 the system has been offline. The purpose of this 5% HMGP-PF-FM-5327 proposal is to upgrade the equipment and improve service reliability of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service \(CBX\) to each station. This HMGP project would cover the installation costs for electric and fiber service connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation. A working flood warning system will serve approximately 500 riverside residential properties, along with several thousand properties in the broader channel migration zone, and allow County and local emergency officials to track emerging flood conditions of the three rivers within the 10-mile area of the upper Sandy River Basin. In the event of a wildfire inside the Sandy River basin, having this system in place and fully reliable will be a tremendous public safety service and help build greater awareness and appreciation for future flood mitigation opportunities.](#)

Grant Application Lifecycle Form

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

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

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Disaster Management Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Hazard Mitigation Grant Program Post Fire-Flood Mitigation-5327
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Jay Wilson
Requestor Contact Information: jaywilson@clackamas.us 503-723-4848
Department Fiscal Representative: Nancy Bush
Program Name or Number (please specify): Upper Sandy River Flood Warning System Improvement Upgrades
Brief Description of Project:

This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The purpose of this 5% HMGP-PF-FM-5327 proposal is to upgrade the equipment and improve service reliability of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service (CBX) to each station. This HMGP project would cover the installation costs for electric and fiber service connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation.

Name of Funding (Granting) Agency: U.S. Dept. of Homeland Security, Federal Emergency Management Agency

Agency's Web Address for Grant Guidelines and Contact Information:
Oregon Emergency Management Hazard Mitigation Assistance
<https://www.oregon.gov/oem/emresources/grants/pages/hma.aspx> Contact: Amie Bashant, State Hazard Mitigation Officer - amie.bashant@state.or.us 503-378-4660

OR

Application Packet Attached: Yes No
Completed By: Jay Wilson Date: _____

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

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 9/25/2021
CFDA(s), if applicable: _____
Announcement Date: 9/25/2020 Announcement/Opportunity #: OR-HMGP-PF-FM-53
Grant Category/Title: Hazard Mitigation Max Award Value: N/A
Allows Indirect/Rate: 5.00% Match Requirement: Local Match 25%
Application Deadline: 5/28/2021 Other Deadlines: N/A
Grant Start Date: Estimate 6/28/2021 Other Deadline Description: _____
Grant End Date: 6/28/2024 N/A
Completed By: 28-Jun-24
Pre-Application Meeting Schedule: Pre-application deadline April 15, 2021

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal St

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

By providing flood detection and warnings, this project supports Disaster Mangement's mission/pupose and goals to provide planning and preparedness as well as response, recovery, and mitigation services to the Clackamas County community. This project also supports the County's Performance Clackamas goals to Ensure safe, healthy and secure communities "

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

Same as above.

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

The service area for the Flood Warning System is the Villages of Mt Hood, which includes the unincorporated communities of Welches, Wemme, Brightwood, Rhodendron, and Zig Zag Village along the Hwy 26 corridor. There is no current CPO for this area and the Hoodland Fire District provides support for notification, warning and evacuation, but they cannot be the lead government agency for the resident's flood safety

4. What are the objectives of this grant? How will we meet these objectives?

Hazard mitigation is any sustainable action that reduces or eliminates long-term risk to people and property from future disasters. Hazard mitigation includes long-term solutions that reduce the impact of disasters in the future.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

This 2021 HMGP grant funds the improvement upgrades for an existing 2014-17 HMGP grant project to install the flood warning system, but the original equipment (solar panels, batteries, radio transmission) never performed to its design standards due to unexpected environmental challenges.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Disaster Management has Mitigation Program staff to administer the grant and provide necessary coordination with project partners, as well as community education follow up. Disaster Management also has staff for warning and evacuation operations if/when necessary.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Disaster management will partner with the National Weather Service for posting the public web sites for these five gauge stations and providing flood alerts, watches and warnings. We will also partner with Hoodland Fire for community notifications and evacuation assistance if needed, as well as their Community Emergency Response Team (CERT)

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

This is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

The enhanced services from PGE and CBX will require monthly recurring costs that will be covered by Disaster Management through the CGF.

Collaboration

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

No other County departments will collaborate on the award, but DTD and Facilities may provide installation assistance if needed.

Reporting Requirements

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

Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for project installation and verify project service every three years.

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

The flood warning system will be regularly monitored for level of service by County Disaster Management, County Roads for each of the four bridge locations, and the National Weather Service, Portland Weather Forecast Office.

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

Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for fiscal accountability and verify project service every three years.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

According to FEMA, the funding agency, this type of project is a public warning system that does not require a standard benefit/cost analysis. The benefits are basically immeasurable, such as public safety, property protection, and peace of mind, and therefore allowed as a special project status, called the 5% Initiative. Reference: 2015 Hazard Mitigation Assistance Guidance Section VIII A14 - <https://www.fema.gov/sites/default/files/2020->

2. What other revenue sources are required? Have they already been secured?

The estimated budget for this project is \$85,000 and the 75% federal share funding (\$63,750) is only being sought from the FEMA Hazard Mitigation Grant Program (HMGP) 5% initiative and with 25% local match from CGF.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Local match for the HMGP is 25%, which is \$21,250 from CGF.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

The HMGP grant for the warning system upgrades is only a one-time funding. Sustained system operations will be funded by Disaster Management with CGF with estimated monthly service fees for five flood gauge stations to be \$630 to cover the PGE services (\$120) and CBX (\$510).

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

The HMGP grant allows for an additional amount of 5% of the grant costs (\$4,250) to be allowed for local project management costs.

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

Upper Sandy River Basin Flood Warning System Upgrades Budget Estimates - Feb 3, 2021

Gauge Site	PGE		Fiber-CBX		Campbell Scientific	Elec Work Installation	Project Totals
	OH	MRC	NRC	MRC	NRC		
1. Brightwood Loop Rd Salmon River Monthly fee	1,000		2,125		33 AC converter	5,000	8,158
		30		255			
2. Brightwood Bridge Rd Sandy River Monthly fee	12,000		16,200		33 AC converter	5,000	33,233
		30		0			
3. Lolo Pass Rd Zig Zag River Monthly fee	12,000		2,750		33 AC converter	5,000	19,783
		30		255			
4. Lolo Pass Rd Sandy River Monthly fee	1,000		16,800		33 AC converter	5,000	22,833
		30		0	855 LoggerNet Admin		855
Totals	26,000	120	37,875	510	987		84,862
Non-recurring costs	26,000		37,875		987	20,000	84,862
Monthly recurring costs		120		510			630

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Lead Department: Disaster Management Grant Renewal? Yes No

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2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

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Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for project installation and verify project service every three years.

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

The flood warning system will be regularly monitored for level of service by County Disaster Management, County Roads for each of the four bridge locations, and the National Weather Service, Portland Weather Forecast Office.

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

Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for fiscal accountability and verify project service every three years.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

According to FEMA, the funding agency, this type of project is a public warning system that does not require a standard benefit/cost analysis. The benefits are basically immeasurable, such as public safety, property protection, and peace of mind, and therefore allowed as a special project status, called the 5% Initiative. Reference: 2015 Hazard Mitigation Assistance Guidance Section VIII A14 - https://www.fema.gov/sites/default/files/2020-07/fv15_HMA_Guidance.pdf

2. What other revenue sources are required? Have they already been secured?

The estimated budget for this project is \$85,000 and the 75% federal share funding (\$63,750) is only being sought from the FEMA Hazard Mitigation Grant Program (HMGP) 5% initiative and with 25% local match from CGF.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Local match for the HMGP is 25%, which is \$21,250 from CGF.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

The HMGP grant for the warning system upgrades is only a one-time funding. Sustained system operations will be funded by Disaster Management with CGF with estimated monthly service fees for five flood gauge stations to be \$630 to cover the PGE services (\$120) and CBX (\$510).

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

The HMGP grant allows for an additional amount of 5% of the grant costs (\$4,250) to be allowed for local project management costs.

Program Approval:

Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

April 15, 2021

Board of County Commissioners
Clackamas County

County Administrator Schmidt:

Approval for FY2020 Emergency Management Performance Grant – Supplemental
between Clackamas County and the State of Oregon

Purpose/Outcomes	The FY2020 Emergency Management Performance Grant – Supplemental (EMPG-S) will reimburse Clackamas County Disaster Management (CCDM) for 50% of pre-identified program costs in response to COVID-19.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$43,066. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of an employee, who will focus on the COVID-19 response.
Funding Source	FY 2020 Emergency Management Performance Grant-Supplemental via the State of Oregon Military Department, Office of Emergency Management (OEM) and General Fund
Duration	Effective January 27, 2020 and terminate on January 26, 2022.
Previous Board Action	The Board approved the application for the FY20 EMPG on July 9, 2020, agenda item F.1.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
County Counsel Review	February 3, 2021 AN
Procurement Review	N/A – not a contract
Contact Person	Daniel Nibouar, Deputy Disaster Manager – Disaster Management Department, 503-655-3381
Contract No.	Grant Number: 20-503

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The EMPG-S is a one-time federal funding opportunity to augment local jurisdiction's COVID-19 response efforts.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the Disaster Management FY2020 EMPG-S agreement.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
COVID-19 SUPPLEMENTAL
CFDA # 97.042
CLACKAMAS COUNTY
\$43,066
Grant No: 20-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Clackamas County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **January 27, 2020** and ending, unless otherwise terminated or extended, on **January 26, 2022** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

3. Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$43,066** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S). Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Reports. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2020 EMPG-S and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. 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 expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG-S.aspx>
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. NIMS Compliance. By accepting FY 2020 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide 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, information, facilities, and staff. Subrecipient and its contractors must 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, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be

deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By Andrew Naylor via email

Subrecipient’s Legal Counsel

Date February 3, 2021

Subrecipient Program Contact:

Daniel Nibouar
Deputy Disaster Manager
Clackamas County Disaster Management
1710 Red Soil Ct.
Oregon City, OR 97045
503-650-3381
dnibouar@clackamas.us

Subrecipient Fiscal Contact:

Michael Morasko
Senior Accountant
Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045
503-742-5435
mmorasko@clackamas.us

STATE OF OREGON, acting by through its Oregon
Military Department, Office of Emergency Management

By _____

Stanton Thomas
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date November 18, 2020

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

Nicki Powers
Grants Accountant, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2020 EMPG-S Program focuses on the emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Through this funding opportunity, OEM will award funding to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. The FY2020 EMPG-S Work Plan identifies the community lifelines to prevent, prepare for, and respond to the COVID-19 public health emergency. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for the COVID-19 response, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$43,066
Match Funds:	\$43,066
Total Budget:	\$86,132

Personnel Services – Jeannine Breshears	\$86,132
General Office Supplies	\$
Other Supplies	\$
Rent	\$
Phone	\$
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$86,132

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), 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.** Subrecipient 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 (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient 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 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 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.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient 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.** Subrecipient, 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, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - 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.
- 2. Equal Employment Opportunity Program.** Subrecipient, 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. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and 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, Subrecipient 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. Subrecipient 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.** Subrecipient 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 Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient 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. Subrecipient 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, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient 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 Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, 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. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

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

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

I. Human Trafficking (2 CFR Part 175). Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.

J. Fly America Act of 1974. Subrecipient agrees to comply with the requirements of the Preference for 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.

- K. Activities Conducted Abroad.** Subrecipient 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.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient 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.
- M. Copyright.** Subrecipient 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 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, Subrecipient 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.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient 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.
- P. Personally Identifiable Information (PII).** Subrecipient, 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.
- Q. Federal Debt Status.** Subrecipient 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. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with 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).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate 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 Subrecipient'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 Subrecipient 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. Subrecipient 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.

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
 - (ii) Sub-recipient's DUNS number: 096992656
 - (iii) Federal Award Identification Number (FAIN): EMS-2020-EP-00007-S01
 - (iv) Federal Award Date: January 27, 2020
 - (v) Subaward Period of Performance Start and End Date: From January 27, 2020 to January 26, 2022
 - (vi) Subaward Budget Period Start and End Date: From January 27, 2020 to January 26, 2022
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$43,066
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$258,513
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$258,513
 - (x) Federal award project description: Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$1,512,678
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 12%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

April 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for
Providing Hotel Rooms for Homeless Families and Individuals

Purpose/Outcome	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and add money.
Dollar Amount and Fiscal Impact	Original Contract value was \$363,700.00. Amendment #1 added \$164,700.00 for an additional 61 nights lodging. Total Contract value not to exceed \$528,400.00.
Funding Source	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
Duration	Extending contract through June 30, 2021.
Previous Board Action	January 28, 2021- Original contract was approved by the Board and signed by the County Administrator.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel Review	Reviewed Date: 04/12/2021; ARN
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Contact Person	Teresa Christopherson 503 650-5718
Contract No.	#3578

BACKGROUND:

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 26 rooms at the Econolodge for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines, and for one room that is being used as an office for the service provider.

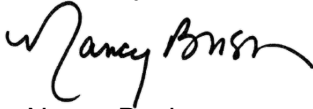
PROCUREMENT PROCESS:

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #1 with Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive style with a large, looping initial "N".

Nancy Bush
Deputy Director

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH DIRGESH LLC, DBA ECONO LODGE
SOUTHEAST FOR PROVIDING HOTEL ROOMS FOR HOMELESS FAMILIES AND
INDIVIDUALS
Contract #3578

This Amendment #1 is entered into between **Dirgesh LLC dba Econo Lodge Southeast** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **December 15, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Term, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, Compensation, Section 1, Payment, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$164,700.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 363,700.00
<u>AMENDMENT #1</u>	<u>\$ 164,700.00</u>
TOTAL AMENDED CONTRACT	\$ 528,400.00

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
 - (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor’s sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

Signatures to follow

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Dirgesh LLC dba Econo Lodge Southeast

Clackamas County

Dirgesh Patel 4/8/2021


Authorized Signature Date

Dirgesh Patel
Printed Name

By: _____ It's: _____

Date

Approved as to Form:

 04/12/2021
County Counsel Date



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

April 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals

Purpose/Outcome	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and money.
Dollar Amount and Fiscal Impact	Original Contract value was \$260,000.00. Amendment #1 added \$128,100.00 for an additional 61 nights lodging. Total Contract value not to exceed \$388,100.00.
Funding Source	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
Duration	Extending contract through June 30, 2021.
Previous Board Action	December 15, 2020 Original contract was approved and signed by the Board.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel Review	Reviewed Date: 04/12/2021; ARN
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Contact Person	Teresa Christopherson 503 650-5718
Contract No.	#3974

BACKGROUND:

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 21 rooms at the Budget Inn Gladstone for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines.

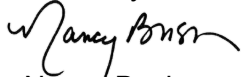
PROCUREMENT PROCESS:

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #1 with SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive style with a large initial "N".

Nancy Bush
Director

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH SRS LLC, A LIMITED LIABILITY COMPANY
OF NEVADA DBA BUDGET INN GLADSTONE FOR PROVIDING HOTEL ROOMS FOR
HOMELESS FAMILIES AND INDIVIDUALS
Contract #3974**

This Amendment #1 is entered into between SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on January 25, 2021 ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, **Term**, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, **Compensation, Section 1, Payment**, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$128,100.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 260,000.00
<u>AMENDMENT #1</u>	<u>\$ 128,100.00</u>
TOTAL AMENDED CONTRACT	\$ 388,100.00

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
 - (A) In the event of termination pursuant to Section 20(A), (C)(i), or (E), Contractor's sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(C)(ii) or 20(D), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(C)(ii) or 20(D), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

Signatures to follow

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

SRS LLC, A Limited Liability Company of Clackamas County
Nevada dba Budget Inn Gladstone

B. Patel 4/8/21 - member
Authorized Signature Date

BAHPENDRA PATEL
Printed Name
Member

By: _____ It's: _____

Date

Approved as to Form:

[Signature] 04/12/2021
County Counsel Date