



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

August 4, 2022

Board of County Commissioners
Clackamas County

Approval of a FEMA-4562-DR-OR FEMA Infrastructure Contract Amendment #2 for the 2020 Wildfires Disaster Assistance. County General Funds are not involved.

Purpose/Outcome	Approval to accept an amendment to the grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds to increase FEMA eligible project costs.
Dollar Amount and Fiscal Impact	Amendment increases reimbursement rate from 75% to 90% for costs incurred outside of the 100% reimbursement period of 9/11/20 to 10/10/20.
Funding Source	Federal funding provided by FEMA and administered by Oregon Emergency Management (OEM)
Duration	The agreement will terminate when the projects associated with the event are complete.
Previous Board Action	1-12-2021 approval of grant agreement, 1-31-2022 Amendment #1 approval
Strategic Plan Alignment	N/A
Counsel Review	Reviewed and approved by County Counsel ARN 7-25-22
Procurement Review	No, acceptance of a grant agreement is not subject to procurement review.
Contact Person	Joseph Rosevear, Grants Manager 503-742-5429

BACKGROUND:

On September 8, 2020, Clackamas County made a disaster declaration due to the devastating impacts of the 2020 Wildfires. The County activated the Emergency Operations Center and began tracking costs for a FEMA event. Attached is an amendment to the agreement, through the State of Oregon, to increase the cost reimbursement rate.

With this amendment, FEMA will reimburse the County up to 90 percent of eligible costs incurred outside of the 100 percent reimbursement timeframe of September 11 through October 10, 2020.

The agreement is an open-ended award amount and the value will be determined by FEMA through OEM. Based on accounting to date, County Finance has determined the eligible costs of the agreement to be approximately \$1.7 million dollars and anticipated revenues to be approximately \$1.5 million dollars.

OEM has requested that Clackamas County return the attached formal contract as soon as possible.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners approve this amendment to the grant agreement as it is financially beneficial to the County and necessary to expedite the repayment process.

Respectfully submitted,

Elizabeth Comfort

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STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4562-DR-OR
AMENDMENT NO. 2

This is Amendment No. 2 (“Amendment”) to the Agreement between the State of Oregon, by and through its Department of Emergency Management (formerly the Office of Emergency Management, a division of the Oregon Military Department), hereinafter referred to as “OEM” and **Clackamas County**, a political subdivision of the State of Oregon, hereinafter referred to as the “Subrecipient.”

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment.** The Contract is hereby amended as follows (unless otherwise indicated, new language is indicated by **bold underlining** and deleted language is [*italicized and bracketed*]):

- a. Section 5.0 is amended as follows:

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4562-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM’s obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute [75] **90** percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required [25] **10** percent match to any eligible project costs identified in the Project Worksheet.

- b. Section 5.1 is amended as follows:

5.1 100% REIMBURSEMENT PERIOD

Pursuant to the authority granted in the President's order dated June 29, 2021, the federal share for debris removal (Category A) and emergency protective measures (Category B) under the Public Assistance program has been increased to 100 percent for eligible costs incurred during the period from September 11, 2020, through and including October 10, 2020 (the "100% Reimbursement Period"). For all eligible work performed outside of the 100% Reimbursement Period, FEMA's federal cost share shall be [75] 90 percent as set forth in Section 5.0 above.

3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Amendment as of the date and year written below.

Stan E. Thomas,
Alternate Governors Authorized Representative
Oregon Department of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

NAME
Assistant Attorney General

Federal Tax ID No. (TIN):

DATE:

Organization:

Oregon Department of
Emergency Management
P. O. Box 14370
Salem, OR 97309-5062

Address:

Phone:

CFDA: 97-036

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____