



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

T 503-655-8378

clackamas.us

June 17, 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 third amendment between the City of Portland and Clackamas County to extend the effective date until, and including January 15, 2022.
Dollar Amount and Fiscal Impact	FY18 UASI funds under the Clackamas County agreement will not be amended and remain a total of \$443,381.
Funding Source	The funding source for the FY18 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
Duration	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on January 15, 2022.
Previous Board Action	The Board of County Commissioners approved the FY18 UASI Intergovernmental Agreement with the City of Portland on May 15, 2019, agenda item F.2., the first amendment on Jan. 9, 2020, agenda item E.1., and the second amendment on April 15, 2021.
Strategic Plan Alignment	1. Ensure Safe, Healthy and Secure Communities
Counsel Review	June 1, 2021, AN
Procurement Review	N/A – not a contract
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
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.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Sincerely,

Daniel Nibouar, Interim Director
 Clackamas County Disaster Management

Subrecipient AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

and

Clackamas County

AMENDMENT #3

This is Amendment #3 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 January 15, 2022.**

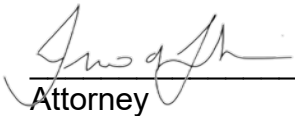
All other terms and conditions shall remain unchanged and in full force and effect.

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 5/24/2021

Clackamas County, Oregon

Date _____

APPROVED AS TO FORM

Attorney

Date _____



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June 17, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to Intergovernmental Agreement between the State of Oregon (Oregon State Police)
and Clackamas County for Medical Examiner's Office Building Agreement

Purpose/Outcome	The purpose of this amendment is to extend the agreement to permit the County's use of and access to facilities and use of an enhanced account for the MDI Log Case Management System through June 30, 2023, and increase space available to the Clackamas Medical Examiner's Office.
Dollar Amount and Fiscal Impact	Clackamas Medical Examiner's Office will be paying \$3,318.44 monthly for use of the Oregon State Medical Examiner's Office Facility and Log Case Management System. This is a budgeted expense.
Funding Source	General Fund
Duration	Two Fiscal Years
Previous Board Action	Board previously approved IGA-540-19 on January 23, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities.
Counsel Review	May 18, 2021, KR
Procurement Review	N/A
Contact Person	Daniel Nibouar, Interim Director, 503-650-3381
Contract No.	None

BACKGROUND: Since October 2004 Clackamas County Medical Examiner's Office has shared space with the Oregon State Medical Examiner's Office. The County has paid for those services through an IGA. The most recent IGA signed was in 2019.

Oregon State Police/Medical Examiner's Office is now updating language regarding the facilities, extending the agreement by two fiscal years, and increasing the monthly fee from \$2,674.25 to \$3,318.44.

The agreement covers 24/7 use and access to the facilities and the Log Case Management System that is required for all medical examiner cases. It is important to note that the Oregon State Medical Examiner's Office provides autopsies and toxicology services at no cost.

RECOMMENDATION: Staff respectfully recommends Board approval of the Amendment to the IGA between Oregon State Police/Medical Examiner's Office and Clackamas County.

Sincerely,

Daniel Nibouar, Interim Director
Clackamas County Disaster Management

OSP IGA-540-19, Amendment #1

Amendment No. 1 to OSP IGA-540-19

This is Amendment No. 1 to IGA-540-19, dated January 29, 2020, as amended from time to time (“Agreement”) between the State of Oregon, acting by and through its Department of State Police (hereinafter “Agency”), and Clackamas County (hereinafter “County”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

- 1. This agreement pertains to the cooperation between the Agency and the County regarding the “IGA (Shared Office Space)”.

The Agreement is amended as follows:

- 1. Section 3 of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):

This Agreement is effective on the date of last signature, and terminates on June 30th, ~~2023~~**2021** unless terminated earlier in accordance with Section 13.

- 2. Exhibit A of the Agreement is amended as attached (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~).
- 3. Exhibit C (Space Map Diagram) of the Agreement is deleted and replaced with Revised Exhibit C, effective the Amendment Effective Date.
- 4. County represents and certifies that County has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- 5. County certifies, in accordance with ORS 279A.112, that County has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, County shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the County’s policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Clackamas County

By: _____
Title: _____
Date: _____

STATE OF OREGON, acting by and through its

By: Oregon State Police
Title: _____
Date: _____

Approved pursuant to ORS 291.047

By: Exempt
Assistant Attorney General
Date: _____

EXHIBIT A

STATEMENT OF WORK

PURPOSE

By execution of this Agreement, Agency hereby agrees to let the County access and use that portion of its facility located at 13309 SE 84th Avenue Suite 100 in Clackamas County, Oregon which is shown on Exhibit C ("Rental Space"). The access and use of the Rental Space is subject to the following terms and conditions:

- a. County shall be entitled to full access to and use of the Rental Space for the entire term of this Agreement for County's government office and related purposes. County staff assigned to work in the Rental Space may reasonably use common areas of the facility such as restrooms, break rooms and hallways.
- b. Agency shall be responsible for providing the following:
 - i. One super-administrator account for the MDI-Log Case Management system.
 - ii. ~~Two (2)~~**Three (3)**(8' X 8') ~~64~~**64**sq. ft. cubicle workspaces, one (1) 157 sq. ft. office, ~~139~~**139** sq. ft. cooler/freezer body storage space, and ~~100~~**50** sq. ft. storage space hereafter referred to as "Rental Space" as identified on Exhibit C (Space Map Diagram).
 - iii. Telephone service for ~~three (3)~~**four (4)** lines. Includes lines, handsets and local service charges incurred within this facility on building's telephone equipment.
 - iv. Agency-owned Furniture. Agency will allow County staff the continued use of the already-assigned Agency-owned furniture. This consists of ~~two (2)~~**three (3)** existing Herman Miller 8' X 8' workstations, **chairs**, and telephone handsets. County is responsible for maintaining furniture in good condition, subject to ordinary wear. Any damage, loss, or destruction to the furniture will be charged to the County at its costs of replacing or repairing the furniture, including materials, parts and labor. County shall not remove any item of furniture from building without Agency's prior written approval.

Any new furniture or modifications, if requested, to existing will be charged to the County at its costs, including materials, parts and labor. County owned or privately owned items are not included, such as qualifying ergonomic items and chairs.
 - v. All infrastructure support, HVAC, utilities, sewer and water, waste management/biohazard disposal, shredding/recycling, and office janitorial service.
 - vi. Building Security which includes outside fencing of the rear parking and receiving area, security lighting, interior card readers and security logging software and bullet resistant glass at the public receiving area.
 - vii. Office Equipment. Use of, maintenance, and support of office equipment deemed necessary by the State Medical Examiner's Office, such as FAX machines, dictation/transcription devices, large volume printer, and copy machines.
 - viii. Lab Equipment. Use of, maintenance, and support of all lab equipment deemed necessary by the State Medical Examiner's Office. To include radiology equipment (including licenses), autopsy tables, sinks, body lifts, dictation systems, floor scales, photography infrastructure, washer/dryer and lab storage cabinets.

OSP IGA-540-19, Amendment #1

- ix. Cleaning and other supplies for the lab areas, to include autopsy instruments and maintenance, body shrouds, and other related items.
 - x. Information Technology support and hardware. Agency will provide limited information technology support and hardware that includes computer servers, network routers, network hubs, access to outside connectivity, network licenses, and data outlets.
 - xi. Reserved parking for two (2) County Medical Examiner vehicles. Limited off-street parking will be available to County staff on a first come, first served basis. Parking for the disabled will always be provided in compliance with the Oregon Revised Statutes (ORS) 447.233.
- c. County will be responsible for the following:
- i. Its own desktop workstations, notebook computers, and printers, and support of these items.
 - ii. The setup and connection to their external county systems with coordination through the State Medical Examiner and Oregon State Police Information Technology representative.
 - iii. Improvements and Alterations. County may place chattels, partitions, and may make nonstructural improvements and alterations to the Rental Space only at its own expense and only after receiving Agency's written approval, which shall not be unreasonably withheld. County will retain ownership of all its chattels, partitions, and the like placed in the Rental Space by County. Any County improvement work which modifies or affects proper operation of the HVAC system shall not be allowed.

EXHIBIT B

COSTS

Services Provided	Fiscal Year 2019-20 Monthly Costs	Fiscal Year 2020-21 Monthly Costs
1. Super Admin MDI- Log Account	\$1,500.00	\$1,500.00
2. Rental Space	\$1,174.25	\$1,174.25
Total Monthly Amount	\$2,674.25	\$2,674.25

<u>Services Provided</u>	<u>Fiscal Year 2021-22 Monthly Costs</u>	<u>Fiscal Year 2022-23 Monthly Costs</u>
3. <u>Super Admin MDI- Log Account</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
4. <u>Rental Space</u> <u>538 sq. ft. at \$3.38 per sq. ft.</u>	<u>\$1,818.44</u>	<u>\$1,818.44</u>
<u>Total Monthly Amount</u>	<u>\$3,318.44</u>	<u>\$3,318.44</u>



June 17, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for FY2021 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The FY2021 Emergency Management Performance Grant (EMPG) will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value anticipated is around \$212,000. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of six employees. However, there may be reallocation late in the FY which could raise award value.
Funding Source	FY 2021 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management (OEM)
Duration	Estimated to be effective July 1, 2021 and terminate on June 30, 2022
Strategic Plan Alignment	Ensure Safe, Healthy, and Secure Communities by providing funds to cover a portion of CCDM staff salaries and benefits.
Previous Board Action	The Board approved the application for the FY20 EMPG on July 9, 2020, agenda item F.1. The FY20 EMPG agreement was approved by the Board on December 10, 2020, agenda item E.1.
County Counsel Review	Not applicable until agreement is provided by OEM
Procurement Review	No procurement review required as this is an IGA.
Contact Person	Daniel Nibouar Phone: (503) 650-3381 Email: DNibouar@clackamas.us

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 funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the Disaster Management FY2021 EMPG application.

Respectfully Submitted,

Daniel Nibouar, Interim Director
Clackamas County Disaster Management

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

T 503-655-8378

clackamas.us

OREGON OFFICE OF EMERGENCY MANAGEMENT
GRANT COVER SHEET: FY2021 EMPG

Agency: Clackamas County
Address: 1710 Red Soils Ct, Suite 225, Oregon City, OR 97045

Federal Funds Requested: \$212,015 (50%)
Matching Funds: \$212,015 (50%)
Total Project Funds: \$424,030 (100%)

Agency Points of Contact:

Program Daniel Nibouar Title: Interim Director
Address: 1710 Red Soil Ct, Oregon City, OR 97045
Phone: 503-650-3381 Email: dnibouar@clackamas.us

Fiscal Ramona Elkholtm Title: Accountant 2
Address: 2051 Kaen Rd, Oregon City, OR 97045
Phone: 503-742-5418 Email: ramonaekh@clackamas.us

Agency Federal Tax Identification Number: 93-6002286

Agency Data Universal Numbering System (DUNS) Number:
096992656

*To obtain a DUNS number for your agency, please go to the D&B website:
<http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.*

Completed required registration/annual update in Systems Award Management (SAM): Date *Daniel Nibouar* **(Must Initial)**

Your DUNS number is a required field to start your SAM registration.

CAGE Number: 3UFZ9 *(found within your completed SAM)*
To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/.

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 44CFR Section 13.

Must Initial One: Yes: *Daniel Nibouar* No:

An EHP Screening Memo is included for any equipment items included in our budget.

Must Initial One: Yes: N/A *Daniel Nibouar*

Authorized Official for the Agency: Daniel Nibouar

Signature of Authorized Official: *Daniel Nibouar*

Date Signed: 5/28/2021

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: FY2021 Emergency Management Performance Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Daniel Nibouar
Requestor Contact Information: 503-650-3381; dnibouar@clackamas.us
Department Fiscal Representative: Ramona Ekholm
Program Name or Number (please specify): FY21 EMPG
Brief Description of Project:

The FY21 Emergency Management Performance Grant will reimbursement Clackamas County for up to 50% of staff salaries and benefits. Disaster Management will include the entire departmental salary and benefit amount in the grant application; however, grant award is anticipated to be approximately \$212,000.

Name of Funding (Granting) Agency: Federal Emergency Management Agency via Oregon Emergency Management

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Daniel Nibouar Date: 5/28/2021

** 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: _____
CFDA(s), if applicable: 97.042
Announcement Date: 5/27/2021 Announcement Opportunity: FY20 Invitation to Apply
Grant Category/Title: FY21 Emergency Mgt. Performance Grant Max Award Value: Approximatley \$212,000
Allows Indirect/Rate: N/A Match Requirement: 50%
Application Deadline: 6/9/2021 Other Deadlines: _____
Grant Start Date: Estimated 7/1/20 Other Deadline Description: _____
Grant End Date: Estimated 6/30/21
Completed By: Daniel Nibouar
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The grant reimburses salary and benefit costs for Disaster Management personnel.

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

Provides funding for personnel, resulting in support for Disaster Management programmatic activities.

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

None

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

The grant requires that each county has a dedicated emergency manager, is National Incident Management System (NIMS) compliant, has an Emergency Operations Plan (EOP) consistent with Comprehensive Preparedness Guidance 101, has a current and FEMA approved Natural Hazard Mitigation Plan, has an identified and functional Emergency Operations Center (EOC) and has an established incident command structure. Disaster Management personnel are tasked with ensuring these objectives and requirements are met.

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?

Yes, the grant funds existing personnel costs for the Disaster Management Department.

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?

Yes, the Disaster Management Department has six staff who are qualified to carry out the work required by the EMPG grant.

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?

N/A

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.)?

N/A

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.)?

N/A

Collaboration

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

None

Reporting Requirements

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

The grant requires quarterly performance reports and requests for reimbursement.

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 Disaster Management evaluates grant performance on a quarterly basis in conjunction with the required performance reports. Performance data is gathered from department personnel and input into the required report template.

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

This grant requires quarterly reimbursement requests from the county to the state. Disaster Management's fiscal contact inside the Finance Department prepares these reports and all required supporting documentation.

Fiscal

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

Yes. This grant provides funding for personnel and the award amount is sufficient enough that it brings greater benefit than the cost to administer the grant.

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

This grant is a 50% match reimbursement grant, so county general funds are required to be spent for personnel. The grant reimburses up to 50% of the costs for personnel salary and benefits; however, the grant award amount is anticipated to be approximately \$212,000, a small portion of the total departmental salary and benefit costs.

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

Yes, this grant is a 50% match reimbursement grant. The county match portion is met with the departmental salary and benefit costs covered by the general fund.

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

This grant has historically been received each year; however, the future stability of the grant is unknown and future funding cannot be expected. The program will be sustained with general fund dollars.

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?

This grant allows indirect costs; however, the Disaster Management Department is not applying to use any indirect costs.

Program Approval:

Daniel Nibouar

5/28/2021



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		
Daniel Nibouar	5/28/2021	
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.