



**Daniel Nibouar**  
Interim Director

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

T 503-655-8378

[clackamas.us](http://clackamas.us)

February 24, 20222

Board of County Commissioners  
Clackamas County

**Approval of FY 21 Urban Area Security Initiative (UASI) Grant Agreement with the City of Portland for Disaster Preparedness Projects. Total Value is \$364,215. Funding through United States Department of Homeland Security (DHS). No County General Funds Involved.**

<b>Purpose/Outcome</b>	The agreement between the City of Portland and Clackamas County is to allow Clackamas County to receive reimbursement for approved expenditures under the FY21 UASI grant program.
<b>Dollar Amount and Fiscal Impact</b>	\$364,215 of FY21 UASI funds will directly benefit Clackamas County and its partners in the form of funding equipment, and planning and exercise support.
<b>Funding Source</b>	The funding source for the FY21 UASI grant is the United States Department of Homeland Security.
<b>Duration</b>	Effective from the date both parties have signed until, and including, August 31, 2023, unless terminated or extended.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY20 UASI grant agreement with the City of Portland on 8/12/21 E.3.
<b>Strategic Plan Alignment</b>	This item will allow for increased resiliency of the 9-1-1 infrastructure and disaster preparedness via planning, exercising and procuring equipment to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	2/15/22 Andrew Naylor
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a grant.
<b>Contact Person</b>	Jamie Poole, Interim Deputy Disaster Manager

**BACKGROUND:**

The Portland Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, and Columbia in Oregon and Clark County in Washington. The region was awarded \$3,630,258 to support projects across the region.

Clackamas County was awarded \$364,215 to support three specific projects: Planning and Exercise Support, 911 Resiliency, and Citizen Corps Training and Equipment.

Clackamas County will also benefit from UASI-funded regional projects related to training, exercise, planning and equipment.



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**RECOMMENDATION:** Staff recommends approval of this agreement, and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

A handwritten signature in black ink that reads "Daniel Nibouar".

Daniel Nibouar  
Interim Director  
Disaster Management

# Financial Assistance 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 & Fund:

Disaster Management, Fund 100

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

UASI 21, CFDA 97.067, Urban Area Security Initiative

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Jamie Poole

Requestor Contact Information:

jpoole@clackamas.us; 503-278-9150

Department Fiscal Representative:

Daniel Nibouar

Program Name or Number (please specify):

Brief Description of Project:

UA21-006 Planning, Training and Exercise Project - \$104,465

UA21-008 911 Resiliency Project - \$225,000

UA21-021 Citizen Corps Training - \$3,000

UA21-020 Citizen Corps Equipment - \$31,750

Name of Funding Agency:

Department of Homeland Security, Federal Emergency Management Agency, pass through City of Portland, Bureau of Emergency Management

Agency's Web Address for funding agency Guidelines and Contact Information:

Continuation of project funding by the UASI for grant year 2021. - <https://rdpo.net/uasi-22>

OR

Application Packet Attached:  Yes  No

Completed By:

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

97.067

Funding Agency Award Notification Date:

Announcement Date:

Announcement/Opportunity #:

Grant Category/Title:

UASI 21

Max Award Value:

\$364,215

Allows Indirect/Rate:

Match Requirement:

\$0

Application Deadline:

Other Deadlines:

Award Start Date:

Upon execution

Other Deadline Description:

Award End Date:

8/31/2023

Completed By:

Program Income Requirement:

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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The UASI Grant provides funding for all-hazards preparedness planning and coordination.

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

Given the authorities and responsibilities of the county, there are no community partners that are better suited to perform this work.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The objective of the funding is to enable Clackamas County to be better prepared to respond and coordinate with partners following an emergency or catastrophic event. The projects will enable us to further our work by increasing the 9-1-1 system resiliency, provide staff to coordinate regionally and provide resources to hosts on the

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?  
This grant enhances the work done by the Disaster Management Program and Clackamas 911

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

The grant is regionally focused and managed through the City of Portland and the Regional Disaster Preparedness Organization (RDPO). We work with the City of Portland for the agreement and requests for reimbursement.

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

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No new program will be developed.

**Collaboration**

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

C-COM

**Reporting Requirements**

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

Quarterly reports.

2. How will performance be evaluated? 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?

Performance will be evaluated against the milestones listed in the grant agreement.

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

All single items of equipment valued over \$5,000 as capital assets, must be reported on a biennial basis falling on even years.

**Fiscal**

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

Yes.

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

No.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance 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?

No.

Program Approval:

Jamie Poole

02/07/2022

JPoole

Digitally signed by: JPoole  
DN: CN = JPoole email = JPoole@clackamas.us  
Date: 2022.02.07 11:35:09 -08'00'

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
<b>Daniel Nibouar</b>	<b>02/07/2022</b>	<b>Daniel Nibouar</b> <small>Digitally signed by Daniel Nibouar Date: 2022.02.07 14:32:23 -08'00'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, 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:**

<b>COUNTY ADMINISTRATOR</b>	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:

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County Administration Attestation

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

**SUBRECIPIENT AGREEMENT**  
for  
**Clackamas County**  
**2021 Urban Area Security Initiative**

**Agreement Number: 32002586**



This Agreement is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and **Clackamas County** ("Grantee").

**A. Background**

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Military Department Office of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.
2. The following exhibits are attached and incorporated into this Agreement by reference.  
[Exhibit A: Scope of Work](#)  
[Exhibit B: Federal Requirements and Certifications \(including Attachments A, B, and C\)](#)  
[Exhibit C: Information required by 2 CFR 200.331](#)  
[Exhibit D: Subrecipient Insurance](#)  
[Exhibit E: Request for Reimbursement \(RFR\)](#)  
Exhibit F: OEM and City UASI 2020 grant award (including Exhibits A, B, C, and D)  
[Exhibit G: Equipment Transfer and Disposition form](#)  
[Exhibit H: Equipment Inventory Report](#)
3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, to receive funding.

**B. Effective Date and Duration**

This Agreement is effective from the date both parties have signed until, and including, August 31, 2023, unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

**C. Scope of Work**

Grantee, and its subrecipients and subcontractors, if any, shall provide all services and materials specified in [Exhibit A](#) ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full as described in grant documents approved by OEM. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

**D. Compensation**

The total Agreement amount is \$364,215. Funds may only be used for the specific budget line items they were awarded. See [Exhibit A](#) for detail.

**E. Reimbursement,**

1. City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed \$364,215. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by

City of a Request for Reimbursement (RFR) as specified in [Exhibit E](#). RFRs shall be submitted bimonthly on or before 30 days following the end of the bimonthly billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if the Performance Reports described in [Exhibit A](#) are not submitted by the dates listed in Exhibit A

2. Qualified costs are defined as direct project costs, incurred by Grantee, sub-awardees and subcontractor(s) during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in [Exhibit A](#) and conforming to the following requirements:
  - a. [2 CFR 200 - Uniform Guidance](#)
  - b. Department of Homeland Security, Notice of Funding Opportunity viewable at: <https://www.fema.gov/media-collection/homeland-security-grant>
  - c. Exhibit F, the OEM and City UASI 2020 grant award
3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. See [Exhibit E](#) for a detailed checklist of types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and including the content prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

#### **F. Recovery of Grant Funds**

Upon termination of or expiration of this Agreement, Grantee shall return to City, within 15 days after the City's written request, any funds disbursed to Grantee under this Agreement that, in City's reasonable judgment, were spent in violation of the provisions of this Agreement.

#### **G. Representations and Warranties**

Grantee represents and warrants to City as follows:

1. Organization and Authority. Grantee has full power, authority, and legal right to enter into this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee, (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, and (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.
2. NIMS Compliance. By accepting FY 2020 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at <http://www.oregon.gov/oem/emresources/Plans Assessments/Pages/NIMS.aspx>
3. Cybersecurity. Grantee certifies that it has completed the [2021 Nationwide Cybersecurity Review](#) as required by the federal funder and can document compliance with this requirement.

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.



## H. Universal Identifier and Contract Status

Grantee shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at [www.sam.gov](http://www.sam.gov).

## I. Program Income

Grantee shall report monthly on all program income (as defined by 2 CFR 200.1) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by Grantee shall comply with the requirements set forth by 2 CFR 200.307.

## J. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of 2 CFR Part 200. This agreement also authorizes City to procure on Grantee's behalf for costs related to Scope of Work.

### 1. Subcontracts.

- a. Grantee may enter into subcontracts for the performance of this grant. Grantee must comply with all terms outlined in **Exhibit F** and contained in this Agreement.
- b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to Grantee, and subcontractors have no right to payment directly from City.
- c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
- d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency or the State of Oregon.

2. **Suspension and Debarment.** Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.214 "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at [www.sam.gov](http://www.sam.gov).

3. **Conflict of Interest.** Grantee 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 City within five calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

4. **City Procurement Delegation.** Grantee may authorize City to procure on behalf of Grantee upon written request. If City is procuring on Grantee's behalf, City's procurement policies will be followed. When City has purchased goods or services for Grantee or Grantee's sub-recipient, arrangements for delivery will be made between the parties. Grantee or Grantee's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Agreement. For equipment purchases where City takes initial receipt, an Asset Transfer Form will be completed to document transfer of ownership. See [Exhibit G](#).

## **K. Records Maintenance – Access**

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (“GAAP”). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Consistent with 2 CFR 200.334 through 200.337, grantee is required to retain the records relating to this Agreement.

## **L. Audits**

If Grantee spends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

A copy of the audit shall be submitted to City within 30 days of completion.

## **M. Lobbying**

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

## **N. Mandatory Disclosures**

Grantee must immediately notify City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in [2 CFR 200.113](#).

## **O. Ownership**

Grantee shall be the owner of all equipment and supplies purchased under this Agreement, unless otherwise outlined in a Grantee subcontract.

## **P. Equipment – Cooperative Use**

All equipment purchased with funds under this Agreement will be made available to all eligible regional partners per 2 CFR 200.313(c)(2). All reasonable requests must be met when sufficient notice is given, and no reasonable conflict exists. Owners may not charge “rental” fees for equipment but may seek reimbursement for normal expenses (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, when appropriate.

## **Q. Equipment Tracking and Reporting Requirements**

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City and the State, to treat all single items of equipment valued over \$5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using PBEM's Equipment Inventory Report (see [Exhibit H](#)), and to complete and return the report to PBEM on or before June 30<sup>th</sup> of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment

is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in 2 CFR 200.313, which can be found here:

[http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#\\_top](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top)

Grantee or Grantee's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in a manner that will keep it safe and secure, prolong its useful life and be maintained in good working condition throughout its useful life.

#### **R. Amendment.**

This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and City.

#### **S. Termination**

1. Termination by Failure to Receive Funding. Either party may terminate this Agreement the terminating party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement; or federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Scope of Work is no longer allowable or no longer eligible for funding under this Agreement.
2. Cause for Termination; Cure Period. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee's steps for cure and estimated time-table for full correction and compliance, proceed with due diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
2. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement, and Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds, and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
3. Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day cure period unless a written extension of cure period is granted by City. Grantee shall return all grant funds to City that had not been obligated as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in City's sole discretion, in an amount not to exceed the grant funds already expended.
4. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay all ~~und~~ grant funds tendered under this Agreement to City, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.

5. Termination by Agreement or for Convenience. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, either party may, upon 30 days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unobligated grant funds within thirty days after the effective date of termination. Unless the parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. Neither party shall be liable for indirect or consequential damages. Termination shall not waive any claim or remedies the parties may have against each other.

**T. Hold Harmless**

1. Grantee shall hold harmless, defend, and indemnify City and Oregon Emergency Management and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from the negligent actions or omissions of Grantee and its contractors in the performance of this Agreement.
2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

**U. Independent Contractor Status**

1. Grantee shall be an independent contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of City.
2. Grantee shall provide all tools or equipment necessary to carry out this Agreement and shall exercise complete control in achieving the results specified in the Scope of Work.
3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

**V. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

**W. No Waiver of Claims**

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

**X. Modification**

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

**Y. Severability**

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

**Z. Third Party Beneficiaries**

There are no third-party beneficiaries to this Agreement and it may only be enforced by the Parties.

**GRANTEE, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Grantee**


\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Printed Name:

Title:

**Approved as to Legal Sufficiency (if required for Grantee)**

  
\_\_\_\_\_  
Legal Council

02/15/2022  
\_\_\_\_\_  
Date

Printed Name: Andrew Naylor

Title: Assistant County Counsel

**Grantee Program Contact**

**City of Portland Program & Fiscal Contact**

Name Jamie Poole

Name: Beth Crane

Title: Interim Deputy Disaster Manager

Title: Grant Coordinator

Address: 1710 Red Soils Ct., Oregon City, OR 97045

Address: 9911 SE Bush, Portland,  
Oregon 97266

Phone: 503-278-9150

Phone: (503) 823-2027

Email: jpoole@clackamas.us

Email: [PBEM-UASlgrants@portlandoregon.gov](mailto:PBEM-UASlgrants@portlandoregon.gov)

**Grantee Fiscal Contact**

Name Ramona Ekholm

Title: Accountant 2

Phone: 503-742-5418, email: ramonaekh@clackamas.us



Agreement Number: \_\_\_\_\_

Contract Title \_\_\_\_\_

CITY OF PORTLAND SIGNATURES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

Approved as to Form:

By:  \_\_\_\_\_ Date: 01/06/2022  
Office of City Attorney

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

## **Exhibit A – Scope of Work**

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**This scope of work is comprised of the projects described below:**

Goals and Performance Measures

<b>Project</b>	<b>Milestones</b>	<b>Estimated Completion Date (following execution of this agreement)</b>
Plan Train Exercise Project	<ol style="list-style-type: none"> <li>1. Submit a workplan for review and approval</li> <li>2. Provide detailed quarterly Performance Reports based on the approved workplan</li> <li>3. Complete approved workplan activities</li> </ol>	<p>January 31, 2022</p> <p>As described below</p> <p>August 31, 2023</p>
911Resiliency	<ol style="list-style-type: none"> <li>1. Submit a workplan for review and approval</li> <li>2. Provide detailed quarterly Performance Reports based on the approved workplan</li> <li>3. Submit requests for reimbursement not less than quarterly. If no reimbursement is ready, submit a spending report that details expenditures to date and when request for reimbursement will be made.</li> <li>4. Complete approved workplan activities</li> </ol>	<p>December 31, 2022</p> <p>As described below</p> <p>To be accompanied with quarterly Performance Reports as described below</p> <p>August 31, 2023</p>
Citizen Corp Training	Conduct training activities	August 31, 2023
Citizen Corp Equipment	Complete equipment purchases	August 31, 2023



## Performance Reports

Grantee agrees to submit on a quarterly basis Performance Reports to Project Manager by April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>, during the term of the grant agreement. Performance Reports shall be provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

## Grant Total Budget – All Projects

<b>Budget Line-Item</b>	<b>Budget by Project</b>	<b>Federal Funds by Project Area</b>
UA21-006	Plan Train Exercise Project	\$104,465
UA21-008	911 Resiliency Project	\$225,000
UA21-021	Citizen Corp Training	\$3,000
UA21-020	Citizen Corp Equipment	\$31,750
	<b>Totals</b>	<b>\$364,215</b>

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed \$364,215.

## **Exhibit B – Federal Requirements and Certifications**

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Grantee, and all sub-recipients, or sub-contractors shall comply with the OEM and City Agreement attached as **Exhibit F** and all applicable federal requirements, including, but not limited to, the following:

**Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.** Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (USC § 2000d et seq)
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq)
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III)
- d. **Civil Rights Act of 1968** (42 USC § 3601 et seq), which prohibits
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq),
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794),

**Services to Limited English Proficient (LEP) Persons.** Grantee and any of its subrecipients or subcontractors agree 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 (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see [www.lep.gov](http://www.lep.gov)

**Drug-Free Workplace Requirement.** Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify City within ten (10) days if an employee of Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

**Whistleblower Protection.** Grantee agrees to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

**Personally Identifiable Information (PII).** Grantee, if it collects PII, is required to have a publicly available privacy policy that describes 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.

**False Claims Act & Program Fraud Civil Remedies** 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.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

**Standard Assurances and Certifications Regarding Lobbying.** Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352.

**Procurement of Recovered Materials.** Grantee and any of its subrecipients or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at: [40 CFR Part 247](http://www.ecfr.gov).

## Exhibit B – Federal Requirements and Certification

### Attachment A – Debarment Certification

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#### 1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

By signing and submitting this Agreement, Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Grantee agrees to comply with the requirements of Executive Order [12549](#) and [2 CFR part 180](#) throughout the period of this Agreement. Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit B – Federal Requirements and Certification

### Attachment B – Lobbying Certification

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#### AA. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** official certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

Grantee, Multnomah County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Grantee understands and agrees that the provisions of 31 U.S.C. §3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Grantee's Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Exhibit C – Information Required by 2 CFR 200.332**

1. **Federal Award Identification:** 97.067
  - (i) Sub-recipient name (which must match registered name in DUNS): CLACKAMAS County
  - (ii) Sub-recipient's DUNS number: 121657308
  - (iii) **Federal Award Identification Number (FAIN):** 97.067
  - (iv) Federal Award Date: October 1, 2021
  - (v) Sub-award Period of Performance:       Date of Agreement Execution through August 31, 2023.
  - (vi) Amount of Federal Funds Obligated by the Agreement between Oregon Emergency Management and the City of Portland: \$364,215
  - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$364,215
  - (viii) Total Amount of Federal Award: \$3,800,000
  - (ix) Federal award project description:  
The Portland Urban Area Security Initiative funding is provided to the Portland regional area to prepare for, prevent, mitigate, respond to and recover from natural and human caused threats, including terrorism.
  - (x) Name of Federal Awarding Agency:  
Department of Homeland Security, Federal Emergency Management Agency
  - (xi) Name of Pass-through Entity:  
Oregon Military Department through Oregon Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
  - (xii) Contact information for Awarding Official:  
Jonna Papaefthimiou, Interim Director Portland Bureau of Emergency Management  
9911 SE Bush, Portland Oregon 97266
  - (xiii) CFDA Number and Program Name:       CFDA 97.067, Urban Area Security Initiative
  - (xiv) Is Award Research & Development?       No
  - (xv) Indirect cost rate for the Federal award: Not specified
  - (xvi) Match required:                        No
2. **Subrecipient's indirect cost rate (if intending to charge to this grant):**

## **Exhibit D – Subrecipient Insurance**

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Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

Workers' Compensation Insurance. Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name City and its bureaus, officers, agents and employees as Additional Insureds, with respect to Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

# Exhibit E – Request for Reimbursement (RFR)

INVOICE VOUCHER NO.			DATE:		
SUBMIT INVOICE TO			INSTRUCTIONS TO VENDOR: Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).		
PORTLAND BUREAU OF EMERGENCY MANAGEMENT ATTN: FINANCE & GRANTS 9911 SE BUSH ST PORTLAND, OR 97266					
SUB-RECIPIENT OR CLAIMANT NAME & ADDRESS (Check is to be payable to)					
SUB-RECIPIENT IGA NO.			GRANT NUMBER:		
DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET AMOUNT	AMOUNT OF REIMBURSEMENT	
PREPARED BY (PRINT NAME) & SIGNATURE			PREPARER'S EMAIL		PREPARER'S TELEPHONE NUMBER

I certify that all payments requested are for appropriate purposes in accordance with the grant agreement and set forth in the application award documents and that all backup documentation submitted, as checked on page two (2) accurately represents items or services purchased.

\_\_\_\_\_  
Approver Name & Signature

\_\_\_\_\_  
Date Approved

# Exhibit E – Request for Reimbursement (RFR)

PLEASE CHECK BOXES FOR THE FOLLOWING BACKUP DOCUMENTS ATTACHED:

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1. **Regional Staffing Reimbursement** - Includes personnel cost, mileage and parking, telecom, space rental, office supplies.
  - Mileage reimbursement backup document includes google maps showing the total miles travel and the meeting agenda.
  - Receipts or invoices.
  - Payroll Reports/Approved timesheets.
2. **Travel Reimbursements** - Lodging and meals must meet the Federal per diem rate. Please visit [www.gsa.gov/portal/content/104877](http://www.gsa.gov/portal/content/104877) for allowable GSA rates
  - Registration form.
  - Travel authorization form.
  - Conference or training agenda.
  - Receipts and proof of payment for all expenses except meals.
  - SAM exclusion ([www.sam.gov](http://www.sam.gov)) (A printout must be submitted).
  - Training report, if applicable.

Please Note: Food and beverages provided during the event must be deducted from per diem allowance. Receipts should be itemized and cannot include tips for food or services and alcohol. The UASI Training Report form found at <https://www.portlandoregon.gov/pbem/53958> must be submitted within 30 days after the training occurred.

3. **Supplies and Equipment Purchase Reimbursements**
  - Quotes.
  - Solicitations (Request for proposals, invitation to bid and responses, proposals, bids).
  - Copy of procurement contract.
  - Purchase order.
  - Price quote summary, if applicable.
  - SAM exclusion ([www.sam.gov](http://www.sam.gov)) (A printout must be submitted).
  - Insurance & Worker compensation, if applicable.
  - Vendor invoices signed “ok to pay” by the individual authorized to do so.
  - Proof of payment to vendor.

**ONLY City of Portland**

- EEO Certification <https://procure.portlandoregon.gov/> if applicable.
- Business registration <http://www.portlandoregon.gov/revenue/lookup/index.cfm?accountID=758095>.

4. **Overtime or Backfill Reimbursement for Exercise or Training** - Only OT or backfill wages plus FICA, worker’s compensation, unemployment and retirement benefits are eligible for reimbursement.
  - Overtime & Backfill Rate Sheet found at <https://www.portlandoregon.gov/pbem/62178>
  - Payroll reports and approved time sheets.
5. **Use of Internal Labor for Installation** -To reimburse for expenses for use of agencies’ internal labor for REGULAR installations. Wages and Benefits ONLY.
  - Payroll report.
  - Internal labor charge form found at <http://www.portlandoregon.gov/pbem/62178> summary showing employee’s name, hours worked, hourly rate, benefits, total compensation received and description of work performed. Please Note: A Project Manager who oversees the installation needs to certify the worksheet.
6. **Training and Conference**
  - Sign-in roster.
  - Registration information.
  - Copies of invoice for expenses incurred for meeting space.
  - Facilitation costs.
  - Receipts or invoices for materials and supplies.
  - Copies of the contract, if applicable.
  - SAM exclusion [www.sam.gov](http://www.sam.gov) (A printout must be submitted), if applicable.



**Exhibit F – OEM and City UASI 2020 grant award**

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Attached separately

# Exhibit G – Equipment Transfer and Disposition Form

## UASI Equipment Transfer and Disposition Form

For all grant purchased assets that are sold, transferred or disposed of, equipment records must be maintained in accordance with [Code of Federal Regulations Title 2 Part 200](#).

In addition to maintaining these records, this form must be completed and submitted to the Portland Bureau of Emergency Management: [PBEM-UASlgrant@portlandoregon.gov](mailto:PBEM-UASlgrant@portlandoregon.gov)

<b>Form tracking number:</b>			
<b>Federal grant identifier:</b>		<b>FEMA authorized equipment number:</b>	
<b>Equipment category:</b>			
<b>Item description:</b>			
<b>Serial number:</b>		<b>Make/Model:</b>	
<b>Description:</b>			
<b>Acquisition date:</b>		<b>Purchase cost:</b>	
<b>Location where property is currently housed:</b>			
<b>Disposition type:</b>		<b>Market value:</b>	
<b>Condition:</b>			
<b>Receiving agency:</b>		<b>Asset property tag ID:</b>	
<b>Location where property will be housed:</b>			
<b>Reason why the item is being transferred:</b>			

\_\_\_\_\_  
City of Portland Signatory Agent

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Receiver

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit H – Equipment Inventory Report**

	<b>Asset Tag # (assigned by sub-recipient)</b>	<b>Asset Description</b>	<b>Serial #</b>	<b>Condition Code (see list on instructions pages)</b>	<b>Location of Asset (address)</b>	<b>Asset Cost</b>	<b>Date Acquired</b>	<b>Transfer Status</b>	<b>Transferred to (agency and location)</b>	<b>Disposition Status</b>
1										
2										
3										
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