



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

May 16, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for FY2019 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The FY2019 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 is anticipated to be similar to FY18, around \$165,000; however, the exact award amount is not yet known. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of six employees.
Funding Source	FY 2019 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Duration	Estimated to be effective July 1, 2019 and terminate on June 30, 2020
Previous Board Action	The Board approved the application for the FY18 EMPG grant on May 24, 2018. The FY18 EMPG agreement was approved by the Board on February 7, 2019, agenda item E.1.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Not applicable
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Unknown

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 Board approval of the Disaster Management FY2019 EMPG application.

Respectfully submitted,

Nancy Bush, Director

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: FY2019 Emergency Management Performance Grant

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Sarah Stegmuller Eckman

Requestor Contact Information: 503-650-3381, sarahste@clackamas.us

Department Fiscal Representative: Michael Morasko

Program Name or Number (please specify): FY19 EMPG

Brief Description of Project:

The FY19 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 \$165,000, similar to the FY18 award.

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: Sarah Stegmuller Eckman Date: 05/06/2019

** 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: 05/03/2019

Announcement/Opportunity #: FY19 Invitation to Apply

Grant Category/Title: FY19 Emergency Mgt. Performance Grant Max Award Value: approximately \$165,000

Allows Indirect/Rate: N/A Match Requirement: 50%

Application Deadline: 06/17/2019 Other Deadlines: _____

Grant Start Date: Estimated 7/1/19 Other Deadline Description: _____

Grant End Date: Estimated 6/30/20

Completed By: Sarah Stegmuller Eckman

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 \$165,000, 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:

Sarah Stegmuller Eckman

05/06/2019

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		
Nancy Bush	05/06/2019	
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.



Oregon

Kate Brown, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833

DATE: May 2, 2019

TO: Local and Tribal Emergency Program Managers

FROM: Clint Fella, Mitigation and Recovery Services Section Manager
Oregon Office of Emergency Management

SUBJECT: FY2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT

You are invited to apply for FY19 (July 1, 2019 - June 30, 2020) financial and technical assistance provided through the Federal Emergency Management Agency's (FEMA) Emergency Management Performance Grant (EMPG). These funds are provided for the development and maintenance of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

This is a 50% federal funds - 50% non-federal funds match grant.

FY 2019 Notice of Funding (NOFO) states that Oregon's funding will be very close to last years (FY 2018) funding.

Criteria for Eligibility:

Counties and Tribes:

- Dedicated Emergency Manager
- NIMS compliant (as of November 30, 2019 documented via the NIMS Assessment Tool)
 - ***New applicants must demonstrate NIMS Compliance via hard copy documentation during FY19 to be eligible for grant funding***
- EOP consistent with Comprehensive Preparedness Guide (CPG) 101
- Natural Hazard Mitigation Plan (NHMP) current and FEMA approved
 - ***New applicants must complete in FY19 if one does not exist to be eligible for grant funding***
- Identified/Functional Emergency Operations Center
- An established incident command structure

Cities:

- Population must be greater than 85,000
- Must meet same criteria as Counties and Tribes



Deadline for Submission: June 17, 2019

The FY19 program and submission requirements are outlined in this memorandum. **PLEASE READ INSTRUCTIONS CAREFULLY** to prevent late or erroneous submissions which could affect timely program funding support.

Oregon Administrative Rule (OAR) 104 Division 10: Participation of Local and Tribal Governments in EMPG states:

“OAR 104-010 requires cities participating in the EMPG Program to coordinate program activities with their respective county emergency managers. Similarly, the rules require counties with participating cities to coordinate their program activities with the city emergency managers.

To meet this requirement, each participating city must have its proposed annual work plan and quarterly program reports reviewed by its county emergency manager or managers if the city limits are within more than one county. Conversely, each county with a participating city or cities must have its proposed annual work plan and quarterly program reports reviewed by the emergency manager of the participating city or cities.”

While Tribal Nations are not required to do so, coordination with their surrounding counties on program activities is encouraged.

Programmatic Reporting Dates:

- | | |
|---|-------------------------------|
| • July 1 st – September 30 th | Due: October 15 th |
| • October 1 st – December 31 st | Due: January 15 th |
| • January 1 st – March 31 st | Due: April 15 th |
| • April 1 st – June 30 th | Due: July 15 th |

When completion of an activity involves production of a tangible product, i.e., Exercise Report (EMERS), Emergency Operations Plan, any kind of Plan or Annex, etc., the jurisdiction will provide an electronic copy of that product to OEM’s EMPG Programmatic Staff upon completion.

Copies of training certificates are only required to document the completion of the federally mandated *National Incident Management System (NIMS)* and *Professional Development Series (PDS)* courses for new EMPG funded staff.

Potential Fiscal Penalties (as outlined in OAR 104 Division 10):

A failure to meet all requirements in the Work Plan, or for submitting fiscal and/or programmatic reports late, may result in:

- Ineligibility for EMPG funding for FY19;
- OEM recouping part, or all, of the awarded FY19 funds;
- Suspension from the EMPG Program; or
- Any combination thereof.

Required Activities for 2019 Work Plans:

Planning Requirements:

1. Convene Mitigation Plan Steering Committee (or equivalent) at least twice per year to work on plan implementation and maintenance.
2. Complete OEM's annual Capability Assessment Tool.
3. Complete NIMS Assessment.
4. Update the Emergency Operations Plan (EOP)
5. Schedule and report on at least one other Planning Activity.

Note: Only Planning activities outlined in the EMPG Planning functional areas are eligible for reimbursement in FY19. Please see the individual Planning tabs in the application.

Training Requirements:

1. Complete a minimum of 20 hours of emergency management professional development training.
2. Complete *NIMS* training (four independent study courses: IS-100, 200, 700 and 800), if not already accomplished.
3. Complete *PDS* (seven independent study courses: IS-120, 230, 235, 240, 241, 242 and 244), if not already accomplished.
4. Report Public Education and Outreach activities.
5. Report, as applicable, training courses conducted or hosted not funded via the DHS Consortium

Note: Only Training activities identified in the State and jurisdictional Training and Exercise Plan (TEP) or those which are considered "Emergency Management Professional Development" will be eligible for reimbursement in FY19.

Exercise Requirements:

1. Develop and conduct two exercises. One must be a full scale exercise.
2. EMPG funded staff must participate in three exercises.
3. Submit EMERS reports within 30 days, or with the quarterly report, whichever is sooner. After Action Reports and Corrective Action/Improvement Plans must be submitted within 60 days. All exercise reports should be sent to the State Exercise Officer.

4. Report on Amateur Radio activities.

In order to receive quarterly exercise credit, your exercise must:

- Test a portion of your jurisdictional EOP and/or Annexes;
- Reflect some level of EOC (fixed or mobile) activation for functional and full scale exercises; and
- Must have more than one participant. Reports received showing only one participant will not be given credit for the exercise.

Budget Request:

ALL capital outlay and/or equipment items require screening through the environmental planning/historical preservation (EHP) process. Please see copy of Information Bulletin 329 and the EHP screening memo, both attached.

You must have this approval in writing from OEM and FEMA **BEFORE** the funds can be expended. Your request to OEM must include an electronic version of the EHP screening memo. Please ensure that you allow adequate time for OEM to process your request and obtain FEMA approval for the purchase, which could take up to 60+ days once the EHP is submitted.

Note: OEM cannot submit FY19 EHP requests to FEMA Headquarters until we have a signed FY19 grant agreement with FEMA, which could occur as late as October 2019.

Any capital outlay/equipment purchased without pre-approval from OEM/FEMA (*and this includes issuing a purchase order prior to approval*) will not be reimbursed under the EMPG grant program. Once purchases have been approved, requests for reimbursement must be supported by vendor invoices along with a General Ledger or other financial report from your jurisdiction. The equipment must also be maintained on your local government capital/fixed assets reporting system.

You must have approval in writing from OEM **BEFORE** any budget reallocation occurs. Reallocation of funds may require a grant amendment.

Indirect Facilities and Administration (F&A) Costs: If your agency wishes to request indirect costs be included in your EMPG sub-award, please note the following:

1. The amount of your EMPG sub-award allocation will remain the same – it will not increase by the amount of indirect you are requesting.
2. You will need to submit a copy of your **approved federally recognized indirect cost rate** negotiated between you (the sub-recipient) and the Federal government with your EMPG application, or
3. If no such rate exists, you may:
 - a. Submit with your EMPG sub-award application an indirect cost rate proposal to this office in compliance with 2 CFR 200.331(a)(4).

Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII of 2 CFR 200.

- b. If your agency has never received an indirect cost rate, and receives less than \$35 million in direct federal awards, you may elect to request a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as defined in 2 CFR 200.414.
 - i. To receive the de minimis indirect cost rate you must include a certification with your EMPG application that your agency has never received an indirect cost rate.
 - ii. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. **If chosen, this methodology once elected must be used consistently for all Federal awards until such time as your agency chooses to negotiate for an indirect cost rate** [2 CFR 200.414(f)].
 - iii. See 2 CFR 200.68 for definition of Modified Total Direct Cost (MTDC).

Fiscal Reporting Dates:

Requests for Reimbursement (RFRs) must be submitted monthly. For example:

July 2019 is due no later than August 30, 2019

August 2019 is due no later than September 30, 2019

Application/Work Plan Required Submission:

- Application Cover Sheet (Must be signed in several locations)
- FY19 Work Plan (submit in original Excel format – not PDF)
- Federally approved cost allocation plan, if applicable
- De Minimis request in budget, if applicable
- County cost allocation plan, if applicable
- Discrimination findings letter, if applicable
- FY19 Budget Request Form – **This should reflect your actual budget and fiscal needs.**

Jurisdictions should work with OEM's EMPG team to develop these documents and to receive feedback on their 2019 work plan as it is developed. **Applicants may submit these documents at any time, they do not have to be submitted as a complete package.** Applicants will receive a formal review letter approving their Work Plan submission once all documents have been received and reviewed by OEM.

Grant Agreements:

Grant agreements will be issued upon receipt of all required FY19 EMPG application documents and with the approval of OEM's EMPG staff. The local/tribal agreements cannot be issued until OEM has a signed agreement with FEMA, which could occur as late as October 2019.

Coordination Calls:

OEM has scheduled several conference calls during May and June to explain the application and answer questions. However, you may contact the EMPG staff directly at any time with questions and do not need to wait for a scheduled call.

EMPG Grant Team:

Programmatic:

Jim Jungling jim.jungling@state.or.us 503-378-3552

Fiscal:

Nicki Powers nicki.powers@state.or.us 503-378-3734

Deadline for Submission: June 17, 2019

Attachments:

- FY19 Application (Excel document)
- EHP Form
- IB 329
- Coordination Call Schedule



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

May 16, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement 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 between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY18 UASI grant program.
Dollar Amount and Fiscal Impact	\$2,353,665 of FY18 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Portland Urban Area in the form of funding equipment and planning. \$527,281 will directly benefit Clackamas County.
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 February 28, 2021.
Previous Board Action/Review	The Board of County Commissioners approved the FY17 UASI Intergovernmental Agreement with the City of Portland on May 24, 2018, agenda item E.2. This is a reoccurring grant with the City of Portland.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	May 2, 2019
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 \$527,281 of that total will directly benefit Clackamas County agencies. The County will 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.

Respectfully submitted,

Nancy Bush, Director

2018 Urban Area Security Initiative

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 2018 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, February 28, 2021) 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 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 \$527,281. Funds may only be used for the specific budget line items they were awarded. See Exhibit A for detail. City may only distribute funds under this Agreement to Grantee to perform the work specified in Exhibit A.

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 \$527,281. 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 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 Performance Reports are not submitted by the dates as listed in **Exhibit A**.

2. Qualified costs are direct project costs incurred by Grantee, its personal services contractor(s), and Grantee's subrecipients eligible to receive federal funds during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and eligible under the following:

- a. 2 CFR 200.420-475 (General Provisions for Selected Items of Cost);
- b. Department of Homeland Security, Notice of Funding Opportunity DHS-18-GPD-067-00-01, viewable at: https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf;
- c. Exhibit F, the OEM and City UASI 2018 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 for 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 content reasonably prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

F. Recovery of Grant Funds

Grantee shall return to City, within fifteen (15) days after the City's written request, any funds disbursed to Grantee under this Agreement that, in City's sole judgment, are spent in violation of the provisions of this Agreement or that remain unspent upon termination or expiration 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 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 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 2018 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](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.

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.

I. Program Income

Grantee shall report monthly on all program income (as defined by 2 CFR 200.80) 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

The parties shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, the parties 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 200.213 "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.

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 (5) 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, upon written request, authorize City to procure goods and services on behalf of Grantee and solely for purposes of performing the work described in Exhibit A. 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 subrecipient, arrangements for delivery will be made between the parties. Grantee or Grantee's subrecipient 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 three (3) 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 200.333 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 thirty (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 State policies and procedures, 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 30th 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

Grantee or Grantee’s subrecipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, secure, and 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 if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that part, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement; or if 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 either party fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice and opportunity to cure from the other party. If the breach is of such nature that it cannot be completely remedied within the thirty (30) days cure period, the breaching party shall commence cure within the thirty (30) days, notify the non-breaching party of the 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 the non-breaching party for a reasonable extension of the cure period.

3 No Payment 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.

4. 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 thirty (30) days period unless a written extension of cure period is granted by the non-breaching party. Grantee shall return all grant funds to City that had not been spent 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 a sum not to exceed the grant funds already expended.

5. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay 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.

6. Termination by Agreement or for Convenience of City or Grantee. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City or Grantee may, upon thirty (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 unspent 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. City shall not be liable for indirect or consequential damages. Termination by City for convenience shall not waive any claim or remedies it may have against Grantee.

T. Hold Harmless

1. Grantee shall hold harmless, defend, and indemnify 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 and arising solely 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 by, and 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 either party 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.

Subrecipient Agreement

City of Portland

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.

Clackamas County

By: _____

Printed: _____

Title: _____

Date: _____

City of Portland

By: _____

Printed: _____

Title: _____

Date: _____

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

By: Approved as to form

Legal Counsel 

Date: 05/02/2019

City of Portland

By: APPROVED AS TO FORM

City Attorney 

Date: CITY ATTORNEY

Grantee Program Contact

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

City of Portland Program & Fiscal Contact

Name: Beth Crane

Title: Grant Coordinator

Address: 9911 SE Bush, Portland,
Oregon 97266

Phone: (503) 823-2027

Email:

PBEM-UASIGrants@portlandoregon.gov

Grantee Fiscal Contact

Name: _____

Title: _____

Phone: _____

Exhibit A – Scope of Work

This scope of work is comprised of the projects described below

1. The Emergency Fuel Planning

This project will improve coordination and planning efforts for Clackamas and Multnomah counties to manage fuel supplies, delivery and storage in a sustained emergency that impacts normal fuel operations.

2. Cybersecurity

This project is an extension of previous investments to conduct a comprehensive cybersecurity technical risk and vulnerability assessment of the hardware, network and software systems for the Public Safety Answering Systems within the region.

3. Regional Information Sharing Enhancements

The project completes the final phase of previous investments in the Enterprise Service Bus for 9-1-1 and ambulance agencies that improves automation and information sharing capabilities for public safety answering points within the region.

4. Citizen Corps

This project will improve preparedness and response capabilities at the local level and cultivate community resilience and safety.

5. Disaster Debris Management Equipment

This project will improve the region’s ability to safely collect, remove and store disaster debris.

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Emergency Fuel Planning Project	<ol style="list-style-type: none"> 1. Procure consultant services 2. Engage stakeholders 3. Draft Plan 4. Final Approved Plan 	2 months Ongoing over project period 18 months 22 months
Cybersecurity	<ol style="list-style-type: none"> 1. Provide a detailed project plan with timelines and deliverables for City review and approval 	3 months
Regional Information Sharing Enhancements	<ol style="list-style-type: none"> 1. Stakeholder engagement 2. Weekly project meetings and status reports 3. Test interconnectivity and resolve barriers 4. Go live with migration onto the new Enterprise Service Bus 	Ongoing over project period Weekly over project period Ongoing over project period August 30, 2019
Citizen Corps	<ol style="list-style-type: none"> 1. Complete purchase of equipment, supplies and printed materials 2. Complete delivery of trainings 	1-12 months 22 months
Disaster Debris Management Equipment	<ol style="list-style-type: none"> 1. Procurement of this asset is delegated to City. Collaborate with City in procurement and equipment purchase. 2. Asset Delivery and Transfer 3. Training 	4 months 7 or 8 months 8-9 months

Exhibit A – Scope of Work

Performance Reports

Grantee agrees to submit Performance Reports by April 15th, July 15th, October 15th, and January 15th each year during the term of the Agreement. Performance Reports shall include a narrative description of progress, barriers, milestones achieved or unfulfilled as well as fiscal information related to spending and projected costs or savings. Performance Reports shall be sent to the designated City Program and Fiscal Contact and 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

Budget Line-Item	Budget by Project	Federal Funds by Project Area
UA18-006	Emergency Fuel Planning Project	\$50,000
UA18-010	Cybersecurity Assessment Project	\$50,000
UA18-011	Regional Information Sharing Enhancements	\$250,000
UA18-025	Citizen Corps	\$27,281
UA18-015	Disaster Debris Management Equipment Procurement of this asset is delegated to City; therefore, Grantee will not independently expend these funds.	\$150,000
	Totals	\$527,281

Federal Awarding Agency grant funds to be dispersed to Grantee not to exceed \$527,281

Exhibit B – Federal Requirements and Certifications

Grantee and its subrecipients, contractors or subcontractors 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 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 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 (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.

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 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.

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 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.

Exhibit B – Federal Requirements and Certifications

Attachment A – Debarment Certification

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

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

Grantee has not been debarred, suspended, ineligible or voluntarily excluded from receiving federal funds or participating in programs supported by Federal funding.

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.

Signature _____

Name _____

Title _____

Organization _____

Date _____

Exhibit B – Federal Requirements and Certifications

Attachment B – Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** 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 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. A 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 200.331

1. Federal Award Identification:
 - (i) Subrecipient name (which must match registered name in DUNS):
Clackamas County
 - (ii) Subrecipient's DUNS number:
Clackamas County 096992656
 - (iii) Federal Award Identification Number (FAIN):
DHS-18-GPD-067-00-01
 - (iv) Federal Award Date:
June 29, 2018
 - (v) Sub-award Period of Performance:
Date of Agreement Execution through February 15, 2021
 - (vi) Amount of Federal Funds Obligated by the Agreement between the Oregon Military Department and the City:
\$2,353,665
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement:
\$549,281
 - (viii) Total Amount of Federal Award:
\$2,500,000
 - (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:
Courtney Patterson, 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 (R&D)?
No
 - (xv) Indirect cost rate for the Federal award:
Not specified

Exhibit C – Information Required by 2 CFR 200.331

(xvi) Match required:
No

2. Subrecipient’s indirect cost rate: N/A

Exhibit D – Subrecipient Insurance

Grantee and any subrecipients 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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: City acknowledges Grantee is self-insured in an amount sufficient to satisfy its obligations under this Agreement. Grantee will require its subrecipients, contractors, or subcontractors to comply with the insurance requirements set forth in this Agreement. Grantee shall 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:

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 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) (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) (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 (A printout must be submitted), if applicable.

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 2 CFR 200: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). In addition to maintaining these records, this form must be completed and submitted to the Portland Bureau of Emergency Management: elizabeth.crane@portlandoregon.gov

Asset Property Tag ID/#:

Serial Number:

Federal Grant Identifier:

Percentage of Federal Funds Used in Purchase:

Equipment Category: Choose AEL Category

Item Description:

Make/Model #:

Location where property is currently housed:

If transferred, Location where property will be housed:

If Transferring - (receiving agency):

Acquisition Date:

Purchase Cost: \$

Last Inventory Date:

Condition:

Disposition Type: Choose an item.

Current Market Value: \$

Received by (Agency Name):

Name and Title of Receiver:

Signature of Receiver: _____

Date Received:

Reason why the item is being transferred:



NANCY S. BUSH
DIRECTOR

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

May 16, 2019.

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Application for Hazard Mitigation Grant Program Funds:
Voluntary Residential Property Acquisition in the Channel Migration Zone of the Sandy River

Purpose/Outcome	<i>The project is a property acquisition (buyout) inside the Channel Migration Zone along the upper Sandy River, in the Timberline Rim neighborhood.</i>
Dollar Amount and Fiscal Impact	<i>Total project costs are estimated at \$533,735 with the FEMA federal 75% share being \$400,301 and the local 25% match by the homeowners being \$133,434. County Disaster Management will cover administrative costs.</i>
Funding Source	<i>Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) grant</i>
Duration	<i>Period of Performance is three years from the close of application period, May 4, 2022.</i>
Previous Board Action/Review	<i>Since the 2011 Sandy River flood, the Board has been briefed annually on channel migration zone issues and the County's efforts to reduce risk. This project aligns with the recently updated Natural Hazard Mitigation Plan.</i>
Strategic Plan Alignment	<i>1. Department: Provide planning and preparedness as well as response, recovery, and mitigation services to the Clackamas County community. 2. County: Ensure safe, healthy and secure communities.</i>
Counsel Review	<i>NA</i>
Contact Person	<i>Jay Wilson, Resilience Coordinator, 503-723-4848</i>
Contract No.	<i>Unknown</i>

BACKGROUND: This is an unusual case of a homeowner voluntarily reaching out to the County to seek a FEMA “buyout” of their residential property before it is damaged from channel migration. The owners would prefer to transition the property to open space instead of having another owner buy it in this high hazard area, or see the house undermined by channel migration and fall into the Sandy River.

Attached is the County’s Grant Application Lifecycle Form that capture the basic information regarding the funding source, amount being requested for the grant, breakdown of federal share, and local match, to be covered by the homeowners, and period of performance.

RECOMMENDATION: Staff recommends approval from the Board to pursue this hazard mitigation grant.

Respectfully submitted,

Nancy S. Bush, Director

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

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

Name of Funding Opportunity: Hazard Mitigation Grant Program-FM-5195
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Jay Wilson
Requestor Contact Information: jaywilson@clackama
Department Fiscal Representative: Sarah Eckman, DM/Michael Morasko, Finance
Program Name or Number (please specify): Hazard Mitigation Grant Program-FM-5195
Brief Description of Project:

The project is a property acquisition inside the Channel Migration Zone along the upper Sandy River, in the Timberline Rim neighborhood. The funding (if awarded) will be provided as reimbursement from the HMGP FM-5195, a federal grant for 75% share to acquire high flood risk residential property, remove/demolish all improvements, and restore to open space, with deed restriction for no future improvements into perpetuity. The local match of 25% for project expenses will be covered by the homeowner.

Name of Funding (Granting) Agency: Federal Emergency Management Agency (FEMA)

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

<https://www.fema.gov/hazard-mitigation-grant-program>

<https://www.fema.gov/hazard-mitigation-grant-program-post-fire>

OR

Application Packet Attached: Yes No

Completed By: Jay Wilson 04/30/2019
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 Other Funding Agency Award Notification Date: _____
CFDA(s), if applicable: 04/06/1900
Announcement Date: 04/17/2019 Announcement/Opportunity #: _____
Grant Category/Title: HMGP Max Award Value: _____
Allows Indirect/Rate: _____ Match Requirement: 25%
Application Deadline: 05/04/2019 Other Deadlines: _____
Grant Start Date: TBD Other Deadline Description: _____
Grant End Date: 05/04/2022 _____
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 support the Department and/or Division's Mission/Purpose/Goals?

Disaster Management seek's to reduce risk and mitigate natural hazards to protect lives, property and promote a healthy environment. This grant provides funding and federal guidance to implement local, state, and federal mitigation objectives.

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

Our department is the best suited for securing and administering this type of grant.

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

The HMGP objectives are to assist State, Tribal Territorial and local governments in reducing overall risk to the population and structures from future hazard events, while also reducing reliance on federal funding from future disasters. This project will permanently remove a highly vulnerable house and property from future risk of erosion hazard and falling into the Sandy River and possibly jeopardizing other properties and causing negative environmental

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No

Organizational Capacity:

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

Disaster Management has repeated experience managing these types of projects, with six prior FEMA flood acquisitions completed in the past ten years. The project manager will be the Resilience Coordinator, Jay Wilson, who managed all of the prior projects, with grant administrative support from Sarah Eckman for fiscal assistance.

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

As in past projects, Disaster Management will contract technical support from County Transportation Engineering to oversee the contracting and site work of the demolition process.

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.)?

This is not a pilot project.

4. If funded, this grant would 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.)?

This grant is only for the project-related costs and will not provide any direct program funding.

Collaboration

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

Project collaboration comes from Planning to provide necessary permits and plan review, Business and Community Services to assist with long-term maintenance as open space using local vounteers, and Finance for accounting and required reporting.

Reporting Requirements

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

As the HMGP grant sub-applicanet, Disaster Management and Finance will submit quaterly reports on project progress to Oregon Emergency Management (Applicant) who will then provide to FEMA, the grant administrator.

2. How will grant 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?

FEMA has a period of performance and completion timelines for closing on real property and completion of demolition and site clearing. Disaster Management will be responsible for compliance with all facets of project performance.

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

Oregon Emergency Management requires quarterly fiscal reports be submitted to their Finance staff. Disaster Management, working with County Finance, will comply with these reporting requirements.

Fiscal

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

Yes, FEMA requires the completion of a benefit to cost analysis that must meet or exceed a 1:1 ratio. This project's benefits/cost ration is 2.20 for the reduction in risk and improvements to the natural environment.

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

The only other source of revenue will be the 25% match provided by the homeowners.

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

Total project costs are estimated at \$533,735 with the FEMA federal 75% share being \$400,301 and the local 25% match by the homeowners being \$133,434.

4. 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?

No.

Program Approval:

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

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

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
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:

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.