



Daniel Nibouar

Interim Director

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

T 503-655-8378

clackamas.us

January 26, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #2 increasing funding for Citizen Corps Equipment from a Grant Agreement with the City of Portland for the 2021 Urban Area Security Initiative Grant. Amendment value is \$21,590, grant value is increased to \$623,465 for 2 years. Funding through the Federal Emergency Management Agency. No County General Funds are involved.

Table with 4 columns: Previous Board Action/Review, Performance Clackamas, Counsel Review, Procurement Review, Contact Person, Contact Phone.

EXECUTIVE SUMMARY: 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 an additional \$21,590 in a recent reprogramming of funding to further support Citizen Corps programs within Clackamas County with equipment needs. These funds will be used to fund equipment for Community Emergency Response Teams (CERT) and Amateur Radio Emergency Service (ARES) groups.

RECOMMENDATION: Staff recommends the BCC approve the grant amendment.

Respectfully submitted,

Daniel Nibouar signature
Daniel Nibouar, Interim Director

For Filing Use Only

AMENDMENT NUMBER 2
to
SUBRECIPIENT AGREEMENT NUMBER 32002586
for
Clackamas County
2021 Urban Area Security Initiative



This Amendment Number 2 amends Subrecipient Agreement Number 32002586 dated March 9, 2022, by and between **Clackamas County** (“Grantee”) and the City of Portland, a municipal corporation of the State of Oregon (“City”) by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a “Party” or collectively as the “Parties”.

This Amendment is authorized by City Ordinance No. 190621.

The Effective Date of this Amendment is the date both parties have signed this Agreement. The purpose of this Amendment is to add funds to the Agreement.

The Subrecipient Agreement was previously amended as follows:

Amendment 1, dated October 11, 2022, increased the original not-to-exceed amount of the Agreement from \$364,215 by \$237,660 to a new total not-to-exceed amount of \$601,875, and extended the Term from August 31, 2023 to May 1, 2024.

The Parties agree to Amend the Subrecipient Agreement as follows:

1. The Subrecipient Agreement not-to-exceed amount of \$601,875 is increased by \$21,590 to a new total not-to-exceed amount of **\$623,465**
2. The following language is edited. New language is in **BOLD** and deleted language is in ~~strike~~through:

D. Compensation

The total Agreement amount is **\$623,465** ~~\$601,875~~. 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 **\$623,465** ~~\$601,875~~. 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

3. Exhibit A – Scope of Work is replaced and updated per new Exhibit A attached to and incorporated by reference.
4. Exhibit C – Information required by 2 CFR 200.332 is replaced and updated per new Exhibit C attached to and incorporated by reference.

All other terms and conditions of the Subrecipient Agreement remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

GRANTEE

Authorized Signature

Date

Name:

Title:

Address:

Phone:

Email:

Agreement Number: 32002586

Amendment Number: 2

Agreement Title: 2021 Urban Area Security Initiative

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
Bureau Director or Designee

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Approved:

By: _____ Date: _____
Office of City Auditor

Exhibit A – Scope of Work

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

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Plan Train Exercise Project	<ol style="list-style-type: none"> 1. Submit a workplan for review and approval 2. Provide detailed quarterly Performance Reports based on the approved workplan 3. Complete approved workplan activities 	<p>January 31, 2022</p> <p>As described below</p> <p>May 1, 2024</p>
911Resiliency	<ol style="list-style-type: none"> 1. Submit a workplan for review and approval 2. Provide detailed quarterly Performance Reports based on the approved workplan 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 4. Complete approved workplan activities 	<p>December 31, 2022</p> <p>As described below</p> <p>To be accompanied with quarterly Performance Reports as described below</p> <p>May 1, 2024</p>
Citizen Corp Training	Conduct training activities	May 1, 2024
Citizen Corp Equipment	Complete equipment purchases	May 1, 2024
CAD2CAD	<ol style="list-style-type: none"> 1. Submit a workplan for review and approval 2. Provide detailed quarterly Performance Reports based on the approved workplan 3. Submit requests for reimbursement not less than quarterly. If no 	<p>December 31, 2022</p> <p>As described below</p> <p>To be accompanied with quarterly Performance Reports as described</p>

	reimbursement is ready, submit a spending report that details expenditures to date and when request for reimbursement will be made 4. Complete approved workplan activities	below May 1, 2024
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Performance Reports

Grantee agrees to submit on a quarterly basis Performance Reports to Project Manager by April ~~10th 15th~~, July ~~10th 15th~~, October ~~10th 15th~~, and January ~~10th 15th~~, 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

Budget Line-Item	Budget by Project	Federal Funds by Project Area
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	\$53,340 \$31,750
UA21-009	CAD2CAD	\$237,660
	Totals	\$623,465 \$601,875

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **\$623,465** ~~\$601,875~~.

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 May 1, 2024

(vi) Amount of Federal Funds Obligated by the Agreement between Oregon Emergency Management and the City of Portland: ~~\$623,465~~ \$601,875

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: ~~\$623,465~~ \$601,875

(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: ~~Jenna Papaefthimiou, Interim Director~~ **Shad Ahmed**, ~~Jenna 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): de minimus