

**INTERLOCAL AGREEMENT**  
**Between**  
**CLARK COUNTY, WASHINGTON**  
**And**  
**THE CITY OF VANCOUVER, WASHINGTON**

THIS INTERLOCAL AGREEMENT is entered into by and between Clark County, Washington (“Recipient” and/or “County”) and the City of Vancouver, Washington (“Sub-recipient” and/or “City”), pursuant to the authority granted in RCW Chapter 39.34, to provide for the disbursement of certain grant funds by Recipient to Sub-recipient for the procurement and distribution of equipment, supplies and professional services by the City (or for the reimbursement of funds for the purchase or utilization of chemical, biological, radiological, nuclear and explosive events training if such reimbursement funds are authorized) to address certain catastrophic events.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 05-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2005 in the amount of \$10,391,037 (Grant), a true copy of which is attached as Exhibit (1-A) and is incorporated by this reference; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 06-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2006 in the amount of \$8,240,000 (Grant), a true copy of which is attached as Exhibit (1-B) and is incorporated by this reference; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 07-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2007 in the amount of \$6,789,624 (Grant), a true copy of which is attached as Exhibit (1-C) and is incorporated by this reference; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 08-170 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2008 in the amount of \$7,456,500 (Grant), a true copy of which is attached as Exhibit (1-D) and is incorporated by this reference; and

WHEREAS, under these UASI grants, the City of Portland, as Grants Administrator, is required to coordinate the purchase and distribution of specialized equipment, supplies or services to enhance the ability to prevent, deter, respond to and recover from CBRNE events, and to in some instances, provide for the reimbursement of funds, for the same purpose, to the Portland, Oregon Urban Area, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington (Recipients); and

WHEREAS, after extensive, coordinated discussions between state and local officials, a list of specialized equipment, supplies or other services to be purchased have been developed which are consistent with the Department of Homeland Security UASI goals and objectives under the auspices of Grant # 08-170, which list is attached hereto as Exhibit (2) and incorporated herein by this reference; and

WHEREAS, some Recipients may purchase or utilize specialized training programs to train staff to respond to CBRNE; and

WHEREAS, Recipient, in turn, is to disburse certain funds and/or property received from Portland to Sub-recipient for the acquisition of equipment, supplies and services received under this Grant; and

WHEREAS, reports regarding the use of the UASI Grant are required; and

WHEREAS, the City of Portland and Recipient have entered into a separate Intergovernmental Agreement, as amended on August 2, 2005, November 14, 2006, March 18, 2008, and March 17, 2009, a true and accurate copy of which is attached to this Agreement as Exhibit (3) and incorporated by this reference, which intergovernmental agreement has provided for the disbursement of grant funds by Portland to Recipient; and

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WHEREAS, the Recipient is obligated, on behalf of itself and any other entity with whom it enters an agreement regarding these grant funds or equipment, supplies and services purchased therewith, to comply with all terms of the Grant including, but not limited to, obligations regarding reporting, access to records, and supplanting of funds; and

WHEREAS, Sub-recipient shall likewise be obligated to comply with all terms of the Grant including, but not limited to, obligations regarding reporting, access to records, and supplanting of funds.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Function.** The purpose of this Agreement is to permit the distribution of funds by Recipient to Sub-recipient for the acquisition of equipment, supplies and professional services to address certain catastrophic events in a manner that fully complies with the provisions of Urban Area Security Initiative (UASI) Grants for Fiscal Year 2008 (Grant # 08-170).

2. **Obligations of the Parties.** The parties agree as follows:

a. The Recipient agrees as follows:

That it shall disburse grant funds received from or credited by the City of Portland to the Sub-recipient for the acquisition of specialized equipment, supplies or other services, as provided in Exhibit (2), which has been approved by the State of Oregon Office of Emergency Management or the City of Portland.

b. The Sub-recipient agrees:

(1) To meet all terms and conditions and to assume all applicable risks of the attached intergovernmental agreement, Exhibit (3) hereto, as may be applicable to Recipient, as to any and all funds disbursed by Recipient or equipment provided by POEM to Sub-recipient under this Interlocal Agreement;

(2) To timely comply with all terms and conditions and all reporting obligations, as may be applicable to Recipient, required by the Grant Award Conditions and Certifications applicable to UASI Grant for Fiscal Year 2008 (Grant # 08-170, which terms and conditions are attached as Exhibit (1-D) hereto and incorporated herein by this reference, as to any and all funds disbursed or distributed by Recipient to Sub-recipient under this Interlocal Agreement;

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(3) To save and hold Recipient harmless from any and all risks, and to indemnify Recipient for any and all claims, suits or actions, occasioned by or arising from, directly or indirectly, the Sub-recipient's acquisition, use or enjoyment of equipment, supplies and services, through funds disbursed or distributed under this Interlocal Agreement; And Further, to comply with all the obligations, and be bound by any limitations, applicable to the City of Portland, Oregon under the UASI Grant Award Conditions and Certifications document for UASI Grant for Fiscal Year 2008 (Grant # 08-170) and, in addition, to list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Sub-recipient and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment or services provided for under this Agreement, and as a party to whom a listed duty is due. **By signing this Agreement the Sub-recipient states that it has read the Award Conditions and Certifications and is authorized to be bound thereby and is in agreement therewith.**

3. **Effective Date and Duration.** This Agreement shall be effective from the date last signed below, shall operate for the full terms of the referenced grants and the underlying Intergovernmental Agreement between Clark County and the City of Portland, and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until terminated as provided in paragraph 8, below.

4. **Amendment.** This Agreement may only be amended by written agreement of the parties approved by their respective legal representatives.

5. **Organization.** No separate legal or administrative entity is created by this Agreement and this Interlocal Agreement does not affect the organization or functions of the parties, except as may be provided herein. The Recipient and the Sub-recipient shall be generally responsible to and for their own legislative authority and personnel.

6. **Budget and Finance.** Except for the disbursement of funds or the distribution of specialized equipment, supplies or other services as listed in Exhibit (2), this Agreement does not affect the authorized budgets of the parties.

7. **Disposition of Property.** Upon completion or termination of this Interlocal Agreement, all property or supplies acquired by either party under this Agreement shall remain the property of that party.

8. **Termination.** The Recipient may terminate this Agreement in the event that the Sub-recipient fails to comply with its obligations under this Agreement. If such termination is effected by the Recipient, Sub-recipient will be liable to the Recipient for the full cost, to the Recipient and to the City of Portland, of any equipment or services provided by those parties to Sub-recipient, and of any penalty imposed by the State of Oregon or federal

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government. The Recipient will notify the Sub-recipient, in writing, of its intention to terminate this Interlocal Agreement and the reasons therefore. Sub-recipient shall have fourteen days, or such other time as the parties may agree, from the date of the notice, in which to correct its compliance failure. If compliance is not achieved within such time, termination will take effect.

9. **Governing Law.** All disputes between the parties shall be resolved under the laws of the State of Washington and in the courts of Clark County unless otherwise agreed, in writing, by the Parties.

10. **Entire Agreement.** The Parties agree and acknowledge that this Interlocal Agreement, with its attachments, is a complete, integrated agreement that supersedes any prior understandings of any kind and that it is the entire agreement between them.

11. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each Party hereto.

12. **Notices.** All notices to the Sub-recipient that pertain to this Agreement shall be sent to:

City Manager  
P.O. Box 1995  
Vancouver, WA 98668-1995

and

City of Vancouver  
Chief of Police  
P.O. Box 1995  
Vancouver, WA 98668-1995

City of Vancouver  
Chief of Fire  
PO Box 1995  
Vancouver, WA 98668-1995

and

City of Vancouver  
Grant Administrator  
Finance Department  
PO Box 1995  
Vancouver, WA 98668-1995

All notices sent to the Recipient that pertain to this Agreement shall be sent to:

Clark County Sheriff  
PO Box 410  
Vancouver, WA 98666-0410

and

County Administrator  
PO Box 5000  
Vancouver, WA 98666-5000

The name and address to which notices shall be directed may be changed by any party by giving the other party notice of such change as provided in this section.

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13. **Document Execution and Filing.** The City and County agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the City and County. Upon execution first by the City and then by the Clark County Board of Commissioners, one of the executed originals of this Agreement shall be returned to the City. Pursuant to RCW 39.34.040, this Agreement shall be made available on the City's web site, and each such signed original shall constitute an Agreement binding upon the City and County.

14. **Ratification.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

15. **Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

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**CITY OF VANCOUVER, WASHINGTON**

**SIGNATURE ON FILE**

Pat McDonnell, City Manager

Date: May 18, 2009

Approved as to form:

**SIGNATURE ON FILE**

R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

**SIGNATURE ON FILE**

Ted H. Gathe, City Attorney

**CLARK COUNTY BOARD OF COMMISSIONERS**

**SIGNATURE ON FILE**

Marc Boldt, Chair

Date: 4-07-09

Steve Stuart, Commissioner

Date: \_\_\_\_\_

Tom Mielke, Commissioner

Date: \_\_\_\_\_

Approved as to form:

ARTHUR D. CURTIS

Prosecuting Attorney

ATTEST:

**SIGNATURE ON FILE**

~~Senior~~ Deputy Pros. Atty  
Gene A. Pearce

**SIGNATURE ON FILE**

Clerk to the Board Deputy

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OREGON OFFICE OF HOMELAND SECURITY  
CRIMINAL JUSTICE SERVICES DIVISION  
URBAN AREAS SECURITY INITIATIVE - CFDA # 97.008

*GRANT AWARD CONDITIONS AND CERTIFICATIONS*

PROGRAM NAME:	Portland Urban Area FY05 UASI Grant	GRANT NO:	# 05-071
GRANTEE:	City of Portland	FY 2005 AWARD:	\$10,391,037
ADDRESS:	Portland Office of Emergency Management (POEM) 1001 SW Fifth Avenue, Suite 650 Portland, OR 97204	AWARD PERIOD:	5/1/05 thru 12/31/0
PROGRAM CONTACT:	Mike McGuire <a href="mailto:mmcguire@ci.portland.or.us">mmcguire@ci.portland.or.us</a>	TELEPHONE:	(503) 823-2691
		FAX:	
FISCAL CONTACT:	Sarah Liggett	TELEPHONE:	(503) 823-2055

**BUDGET**

**REVENUE**

Federal Grant Funds \$10,391,037

**TOTAL REVENUE: \$10,391,037**

**EXPENDITURES**

Equipment	\$6,513,462
Explosive Device Mitigation	\$115,276
Physical Security Enhancement	\$850,625
Incident Response Vehicles	\$400,000
Citizen Corps Program	\$194,017
Planning	\$1,305,757
Training	\$652,124
Exercises	\$100,000
Administration	\$259,776

**TOTAL EXPENDITURES: \$10,391,037**

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to CJSD.



## TERMS AND CONDITIONS

### I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. The Grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."
- C. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- D. Maintenance, Retention and Access to Records; Audits.
- Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the March 2005 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
  - Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the SHSGP shall vest in the Grantee agency that purchased the property, if it provides written certification to CJSD that it will use the property for purposes consistent with the Urban Areas Security Initiative Grant Program.
  - Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
  - Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
  - Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

E. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with Urban Areas Security Initiative Grant Program guidelines.

F. Reports. Failure of the Grantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Progress Reports, Initial Strategy Implementation Plan (ISIP), and Biannual Strategy Implementation Report (BSIR). The Grantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2005 Urban Areas Security Initiative Grant Program and how they address identified project specific goals and objectives. Progress reports are due January 17, 2006; July 18, 2006; and January 15, 2007 or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted separately or included in the "Project Notes" section of the BSIR.

The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy. The first report, the Initial Strategy Implementation Plan (ISIP), is due by May 9, 2005.

Biannual Strategy Implementation Reports (BSIR) must be received no later than July 15, 2005, January 17, 2006; July 18, 2006; and January 15, 2007. A final BSIR will be due 90 days after the grant award period.

Examples of information to be captured in the ISIP and BSIR include:

- Total dollar amount received from each funding source
- Projects(s) to be accomplished with funds provided during the grant award period.
- State or Urban Area Homeland Security Strategy goal or objective supported by the project(s).
- Amount of funding designated for each discipline from each grant funding source.
- Solution area which expenditures will be made and the amount that will be expended under each solution area from each grant funding source.
- Metric and or narrative discussion indicating project progress / success.

**Any progress report, Initial Strategy Implementation Plan, or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSB to extend a progress report requirement past its due date.**

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Grantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than January 31, 2006; July 31, 2006; and January 31, 2007.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before May 1, 2005 or after December 31, 2006.
- d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. Grantee shall provide CJSD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

G. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

H. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the CJSD and the Office for Domestic Preparedness reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

I. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

J. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.

K. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail

shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.
- M. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- N. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- O. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

## II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJ in the performance of this agreement, including but not limited to:
  - 1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  - 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  - 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.

4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
7. Clean Air Act, 42 USC 7401 et seq.
8. Clean Water Act, 33 USC 1368 et seq.
9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
11. Endangered Species Act of 1973, 16 USC 1531 et seq.
12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs.

If required to formulate an Equal Employment Opportunity Program (EEO), the Grantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Recipients of ODP financial assistance are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
  - a. new construction;
  - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
  - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.

I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
4. Notifying the employee that, as a condition of employment under the award, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

### III. Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on an Urban Areas Security Initiative Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Urban Areas Security Initiative Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.

- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

**IV. Grantee Representations and Warranties**

Grantee represents and warrants to Grantor as follows:

1. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) 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 are bound or affected.
3. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
4. Approvals. 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.

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Carmen Merlo, Director  
 Criminal Justice Services Division  
 Oregon Office of Homeland Security  
 4760 Portland Road NE  
 Salem, OR 97305  
 (503) 378-4145 ext 545

Date

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Signature of Authorized Grantee Official

Date

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Name/Title



OREGON OFFICE OF HOMELAND SECURITY  
CRIMINAL JUSTICE SERVICES DIVISION  
URBAN AREAS SECURITY INITIATIVE - CFDA # 97.008

GRANTEE COPY

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

PROGRAM NAME:	Portland Urban Area FY06 UASI Grant	GRANT NO:	#06-071
GRANTEE:	City of Portland	FY 2006 AWARD:	\$8,240,000
ADDRESS:	Portland Office of Emergency Management (POEM) 1001 SW Fifth Avenue, Suite 650 Portland, OR 97204	AWARD PERIOD:	9/1/06 thru 6/30/08
PROGRAM CONTACT:	Shawn Graff shawn.graff@ci.portland.or.us	TELEPHONE:	(503) 823-2691
FISCAL CONTACT:	Sarah Liggett	FAX:	(503) 823-3903
		TELEPHONE:	(503) 823-2055

**REVENUE**

**BUDGET**

Federal Grant Funds \$8,240,000

**EXPENDITURES**

**TOTAL REVENUE: \$8,240,000**

Equipment	
CBRNE Incident Response Vehicle	\$1,091,000
CBRNE Operational and Search and Rescue	\$300,000
Information Technology	\$32,000
Interoperable Communications	\$1,146,067
Medical Supplies - MCI/POD	\$13,800
Other Equipment	\$60,000
Physical Security Enhancement	\$200,000
Power Equipment	\$10,920
Exercises	\$1,500,000
Planning	\$2,834,213
Training	\$640,000
Administration	\$412,000

**TOTAL EXPENDITURES: \$8,240,000**

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to CJSD.

## TERMS AND CONDITIONS

### I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written and/or agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. The Grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Office of Grants and Training or the U.S. Department of Homeland Security."
- C. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- D. By accepting FY 2006 funds, the Grantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions or will meet these requirements by September 30, 2006. The NIMS Implementation Matrix is available in Appendix G of the FY 2006 Homeland Security Grant Program Guidance and Application Kit at:  
<http://www.ojp.usdoj.gov/odp/docs/fy2006hsgp.pdf>
- E. Maintenance, Retention, and Access to Records: Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Grants and Training, Office of Grant Operations (OGO) set forth in the January 2006 Financial Management Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OGO Financial Management Guide from the Office of Grants and Training and apprise itself of all rules and regulations set forth. A copy is available at:  
[http://www.dhs.gov/interweb/assetlibrary/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf)
  2. Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the State Homeland Security Grant Program (SHSGP) shall vest in the Grantee agency that purchased the property, if it provides written certification to CJSD that it will use the property for purposes consistent with the Homeland Security Grant Program.
  3. Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. **Audits.** If Grantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.E.1 herein.
5. **Audit Costs.** Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

F. **Funding.**

1. **Matching Funds.** This Grant does not require matching funds.
2. **Supplanting.** The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with Homeland Security Grant Program guidelines.

G. **Reports.** Failure of the Grantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. **Progress Reports, Initial Strategy Implementation Plan (ISIP), and Biannual Strategy Implementation Report (BSIR).** The Grantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2006 Homeland Security Grant Program and how they address identified project specific goals and objectives. Progress reports are due January 15, 2007; July 16, 2007; January 15, 2008; and July 15, 2008 or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted separately or included in the "Project Notes" section of the BSIR.

The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy. The first report, the Initial Strategy Implementation Plan (ISIP), is due by August 29, 2006 and will be completed by the Criminal Justice Services Division.

Biannual Strategy Implementation Reports (BSIR) must be received no later than January 15, 2007; July 16, 2007; January 15, 2008; and July 15, 2008. A final BSIR will be due 90 days after the grant award period.

Examples of information to be captured in the ISIP and BSIR include:

- Total dollar amount received from each funding source (e.g., Law Enforcement Terrorism Prevention Program, State Homeland Security Program, Citizen Corps).
- Projects(s) to be accomplished with funds provided during the grant award period.
- State or Urban Area Homeland Security Strategy goal or objective supported by the project(s).
- Amount of funding designated for each discipline from each grant funding source.
- Solution area which expenditures will be made and the amount that will be expended under each solution area from each grant funding source.
- Metric and or narrative discussion indicating project progress / success.

Any progress report, Initial Strategy Implementation Plan, or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date.

Recorders Note

*See original document*

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Grantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than January 31, 2007; July 31, 2007; January 31, 2008; and July 31, 2008.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before September 1, 2006 or after June 30, 2008.
- d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Procurement Standards

- a. Grantees shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
- b. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from the Criminal Justice Services Division. Interagency agreements between units of government are excluded from this provision.
- c. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the Criminal Justice Services Division.
- d. All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Grantees may not proceed with a sole source procurement without prior written approval from the Criminal Justice Services Division.

4. Audit Reports. Grantee shall provide CJSD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

H. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

I. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the CJSD and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

J. No Implied Waiver. Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

K. Governing Law. Venue. Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.

L. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

- N. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- O. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- P. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

## II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549; Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJ in the performance of this agreement, including but not limited to:
1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
  5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  7. Clean Air Act, 42 USC 7401 et seq.
  8. Clean Water Act, 33 USC 1368 et seq.
  9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.

11. Endangered Species Act of 1973, 16 USC 1531 et seq.
12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs.

If required to formulate an Equal Employment Opportunity Program (EEO), the Grantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Recipients of ODP financial assistance are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
  - a. new construction;
  - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
  - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.

I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:



1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
4. Notifying the employee that, as a condition of employment under the award, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

### III. Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Urban Area Security Initiative guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

**IV. Grantee Representations and Warranties**

Grantee represents and warrants to Grantor as follows:

- A. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) 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 are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. Approvals. 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.

**SIGNATURE ON FILE**

Carmen Merlo, Director  
Criminal Justice Services Division  
Oregon Office of Homeland Security  
4760 Portland Road NE  
Salem, OR 97305  
(503) 378-4145 ext 545

10.20.06  
Date

**SIGNATURE ON FILE**

Signature of Authorized Grantee Official

10.12.06  
Date

Tom Potter, Mayor

Name/Title

**SIGNATURE ON FILE**

Signature of Authorized Fiscal Representative of Grantee Agency

10.18.06  
Date

**Subgrantee Copy**

**OREGON MILITARY DEPARTMENT**  
**OFFICE OF EMERGENCY MANAGEMENT**  
**URBAN AREAS SECURITY INITIATIVE - CFDA # 97.008**

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

<b>PROGRAM NAME:</b>	Portland FY07 UASI Grant	<b>GRANT NO:</b>	#07-071
<b>SUBGRANTEE:</b>	City of Portland Portland Office of Emergency Management (POEM)	<b>FY 2006 AWARD:</b>	\$6,789,624
<b>ADDRESS:</b>	1001 SW 5 <sup>th</sup> Avenue, Suite 650 Portland, OR 97204	<b>AWARD PERIOD:</b>	11/1/07 thru 5/31/10
<b>PROGRAM CONTACT:</b>	Carmen Merlo carmen.merlo@ci.portland.or.us	<b>TELEPHONE:</b>	(503) 823-2691
		<b>FAX:</b>	(503) 823-3903
<b>FISCAL CONTACT:</b>	Andreea Codorean andreea.codorean@ci.portland.or.us	<b>TELEPHONE:</b>	(503) 823-2694
		<b>FAX:</b>	(503) 823-3903

### BUDGET

#### REVENUE

Federal Grant Funds \$6,789,624

**TOTAL REVENUE: \$6,789,624**

#### EXPENDITURES

Citizen Corps Program	\$474,500
Exercises	\$50,000
Information Technology	\$30,000
Interoperable Communications	\$2,128,636
Logistical Support	\$170,100
Medical Supplies/Pharmaceuticals	\$227,298
Other Equipment	\$4,704
Power Equipment	\$126,000
Physical Security Enhancement	\$15,000
Planning	\$2,620,000
Search and Rescue	\$442,697
Training	\$297,000
Administration	\$203,689

**TOTAL EXPENDITURES: \$6,789,624**

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitute an agreement between the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.

## TERMS AND CONDITIONS

### I. CONDITIONS OF AWARD

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- F. By accepting FY 2007 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.
- G. Maintenance, Retention, and Access to Records; Audits.
- Maintenance and Retention of Records. The Subgrantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of the OGO Financial Management Guide from the Office of Grants and Training and apprise itself of all rules and regulations set forth. A copy is available at: [http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf).
  - Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the State Homeland Security Grant Program (SHSGP) shall vest in the Subgrantee agency that purchased the property, if it provides written certification to OEM that it will use the property for purposes consistent with the State Homeland Security Grant Program.
  - Access to Records. OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantee and any contractors or subcontractors of Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. Audits. If Subgrantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with State Homeland Security Grant Program guidelines.

I. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Initial Strategy Implementation Plan (ISIP), Progress Reports, and Biannual Strategy Implementation Reports (BSIR).

The first report, the Initial Strategy Implementation Plan (ISIP), is due by October 15, 2007 and will be completed by the Office of Emergency Management.

The Subgrantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2007 State Homeland Security Grant Program and how they address identified project specific goals and objectives. The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy.

Reports are due January 15, 2008; July 15, 2008; January 15, 2009; July 15, 2009; January 15, 2010; and July 15, 2010 or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted with reimbursements, or included in the "Project Notes" section of the BSIR.

Any progress report or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Subgrantee must receive prior written approval from OEM to extend a progress report requirement past its due date.

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2. Financial Reimbursement Reports

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than January 31, 2008; July 31, 2008; January 31, 2009; July 31, 2009; January 31, 2010; and June 30, 2010.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before November 1, 2007 or after May 31, 2010.
- d. Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

- 3. Audit Reports. Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133.

J. Procurement Standards.

- 1. Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
- 2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM. Interagency agreements between units of government are excluded from this provision.
  - a. **Subgrantees may not proceed with sole source procurement in excess of \$100,000 without prior written approval from OEM.** Should a recipient elect to award a contract in excess of \$100,000 without competition, sole source justification will be necessary.
  - b. Justification must be provided for non-competitive procurement in excess of \$100,000 and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information.
- 3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

K. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Subgrantee, its officers, employees, subcontractors, or agents under this grant.

Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

L. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

M. No Implied Waiver. Cumulative Remedies. The failure of OEM to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

N. Governing Law. Venue. Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.

O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, Subgrantee, and their respective successors and assigns, except that Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.G (Maintenance, Retention and Access to Records; Audits); Section I.I (Reports); and Section I.K (indemnification).

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R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

## II. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.) Subgrantees shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. Subgrantees are required to comply with 28 CFR Part 69, *New Restrictions on Lobbying* ([http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfr69\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr69_04.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantees must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures, Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq)
  5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  7. Clean Air Act, 42 USC 7401 et seq.
  8. Clean Water Act, 33 USC 1368 et seq.
  9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
  11. Endangered Species Act of 1973, 16 USC 1531 et seq.
  12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
  13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
  14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
  15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
  16. ~~Indian Self-Determination Act, 25 USC 450f.~~
  17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq
  18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
  19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
  20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq



D. Certification of Non-discrimination.

1. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to the Oregon Military Department, Office of Emergency Management (OEM). OEM will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Subgrantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act, of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. 2000 et. seq. - No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Subgrantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Subgrantees are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

## II. Environmental and Historic Preservation

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
2. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

- I. Certification Regarding Drug Free Workplace Requirements. Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.
  1. First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
    - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sec. 83.205 through 83.220); and
    - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sec. 83.225).
  2. Second, you must identify all known workplaces under your Federal awards (see Sec. 83.230).

Additional information can be referenced at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html).

## III. Suspension or Termination of Funding

The Oregon Military Department, Office of Emergency Management may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the State Homeland Security Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Office of Emergency Management will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Subgrantee Representations and Warranties

Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Subgrantee of this Agreement (a) have been duly authorized by all necessary action of Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Subgrantee's articles of incorporation or bylaws and (c) 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 Subgrantee is a party or by which Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
- D. Approvals. 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 Subgrantee of this Agreement.

SIGNATURE ON FILE

\_\_\_\_\_  
 David Cassel, Domestic Preparedness Manager  
 Oregon Military Department  
 Office of Emergency Management  
 PO Box 14370  
 Salem, OR 97309-5062  
 (503) 378-2911 ext 22226

12/20/07  
Date

SIGNATURE ON FILE

\_\_\_\_\_  
Signature of Authorized Subgrantee Official

12-17-07  
Date

SIGNATURE ON FILE

\_\_\_\_\_  
Name/Title

), Director

SIGNATURE ON FILE

\_\_\_\_\_  
Signature of Authorized Fiscal Representative of Subgrantee Agency

12-17-07  
Date

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
URBAN AREAS SECURITY INITIATIVE - CFDA # 97.008**

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

<b>PROGRAM NAME:</b>	<b>Portland FY08 UASI Grant</b>	<b>GRANT NO:</b>	<b># 08-170</b>
<b>SUBGRANTEE:</b>	<b>City of Portland Portland Office of Emergency Management (POEM)</b>	<b>FY 2008 AWARD:</b>	<b>\$7,456,500</b>
<b>ADDRESS:</b>	<b>1001 SW 5<sup>th</sup> Avenue, Suite 650 Portland, OR 97204</b>	<b>AWARD PERIOD:</b>	<b>11/1/08 thru 5/31/11</b>
<b>PROGRAM CONTACT:</b>	<b>Carmen Merlo carmen.merlo@ci.portland.or.us</b>	<b>TELEPHONE:</b>	<b>(503) 823-2691</b>
		<b>FAX:</b>	<b>(503) 823-3903</b>
<b>FISCAL CONTACT:</b>	<b>Shelli Tompkins shelli.tompkins@ci.portland.or.us</b>	<b>TELEPHONE:</b>	<b>(503) 823-4187</b>
		<b>FAX:</b>	<b>(503) 823-3903</b>

**BUDGET**

**REVENUE**

Federal Grant Funds \$7,456,500

**TOTAL REVENUE: \$7,456,500**

**EXPENDITURES**

**Equipment**

CBRNE Incident Response Vehicles	\$9,000
CBRNE Logistical Support	\$154,635
CBRNE Operational/Search and Rescue	\$711,560
Detection	\$112,960
Explosive Device Mitigation	\$295,367
Information Technology	\$1,180,182
Interoperable Communications	\$1,486,327
Medical	\$97,500
Other Authorized Equipment	\$39,541
Personal Protective Equipment	\$169,016
Power Equipment	\$4,200
Terrorism Incident Prevention	\$203,700
Exercises	\$214,377
Planning	\$1,771,475
Training (ODP-approved)	\$782,965
Administration	\$223,695

**TOTAL EXPENDITURES: \$7,456,500**

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitute an agreement between the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.

## TERMS AND CONDITIONS

## I. Conditions of Award

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- F. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- G. By accepting FY 2008 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.
- H. Administrative Requirements, Retention and Access to Records, and Audits.
1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements, including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars and the U.S. Department of Homeland Security's Financial Management Guide. A nonexclusive list of regulations commonly applicable to DHS grants includes:
    - a. Administrative Requirements. 44 CFR Part 13 (Grants and Cooperative Agreements to State and Local Governments) and 2 CFR Part 215 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
    - b. Cost Principles. 2 CFR Part 225 (State and Local Governments); 2 CFR Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations Sub-part 31.2 (Contracts with Commercial Organizations).
    - c. Audit Requirements. OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. **Retention of Records.** All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. **Access to Records.** OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantee and any contractors or subcontractors of Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. **Audits.** If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.H.3 herein.
5. **Audit Costs.** Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

**I. Procurement Standards.**

1. Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM. Interagency agreements between units of government are excluded from this provision.
  - a. Subgrantees may not proceed with sole source procurement in excess of \$100,000 without prior written approval from OEM. Should a recipient elect to award a contract in excess of \$100,000 without competition, sole source justification will be necessary.
  - b. Justification must be provided for non-competitive procurement in excess of \$100,000 and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

**J. Property/Equipment Management and Records Control, and Retention of Records.**

1. **Property/Equipment Management and Records Control.** Subgrantee agrees to comply with all requirements set forth in 44 CFR Section 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.

- b. Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
- d. Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
- e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
- f. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
- g. Subgrantee must adequately safeguard all such property/equipment and must assure that it is used solely for authorized purposes.
- h. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
- i. Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this grant agreement.

2. **Retention of Property/Equipment Records:** Records for property/equipment shall be retained for a period of five years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program (HSGP) shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program.

#### K. **Funding.**

1. **Matching Funds.** This Grant does not require matching funds.
2. **Supplanting.** The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program (HSGP) guidelines.

#### L. **Reports.** Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. **Initial Strategy Implementation Plan (ISIP), Progress Reports, and Biannual Strategy Implementation Reports (BSIR).**

The first report, the Initial Strategy Implementation Plan (ISIP), is due by October 23, 2008 and will be completed by the Office of Emergency Management.

The Subgrantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2008 State Homeland Security Grant Program and how they address identified project specific goals and objectives. The second is a set of web-based applications

that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy.

Reports are due January 15, 2009; July 15, 2009; January 15, 2010; July 15, 2010; January 14, 2011; and July 15, 2011 or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted with reimbursements, or included in the "Project Notes" section of the BSIR.

Any progress report or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Subgrantee must receive prior written approval from OEM to extend a progress report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than January 30, 2009; July 31, 2009; January 29, 2010; July 30, 2010; January 31, 2011; and June 30, 2011.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before November 1, 2008 or after May 31, 2011.
- d. Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

- 3. Audit Reports. Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133.

M. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Subgrantee, its officers, employees, subcontractors, or agents under this grant.

Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.



- N. Copyright and Patents.
1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
  2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.
- O. No Implied Waiver, Cumulative Remedies. The failure of OEM to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- P. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.
- Q. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- R. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, Subgrantee, and their respective successors and assigns, except that Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- S. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.H (Administrative Requirements, Retention and Access to Records, and Audits); Section I. I (Procurement Standards); Section I. J (Property/Equipment Management and Records Control, and Retention of Records); Section I.L (Reports); and Section I.M (Indemnification).
- T. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- U. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

## II. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by 28 CFR Part 1471.) Subgrantees shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying ([http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr18\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; and the U.S. Department of Homeland Security's Financial Management Guide.
  2. Cost Principles set forth in 2 CFR Part 225, State and Local Governments; Part 220, Educational Institutions; Part 230, Non-Profit Organizations; and Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
  3. Audit Requirements set forth in OMB Circular A-133, Audits of States, Local governments, and Non-Profit Organizations.
  4. The provisions set forth in 44 CFR Part 7, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 9, Floodplain Management and Protection of Wetland Procedures; Part 10, Procedures for Implementing the National Environmental Policy Act; and Federal laws or regulations applicable to Federal assistance programs.
  5. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  6. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  7. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
  8. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  9. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  10. Clean Air Act, 42 USC 7401 et seq.
  11. Clean Water Act, 33 USC 1368 et seq.
  12. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  13. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
  14. Endangered Species Act of 1973, 16 USC 1531 et seq.
  15. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
  16. Historical and Archeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
  17. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
  18. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
  19. Indian Self-Determination Act, 25 USC 450f.
  20. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
  21. Animal Welfare Act of 1970, 7 USC 2131 et seq.
  22. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
  23. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to the Oregon Military Department, Office of Emergency Management (OEM). OEM will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Subgrantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act, of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. - No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement.

If required to formulate an Equal Employment Opportunity Program (EEO), the Subgrantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Subgrantees are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

H. Environmental and Historic Preservation

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
2. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

I. Certification Regarding Drug Free Workplace Requirements. Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
  - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sec. 83.205 through 83.220); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sec. 83.225).
2. Second, you must identify all known workplaces under your Federal awards (see Sec. 83.230).

Additional information can be referenced at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html)

III. Suspension or Termination of Funding

The Oregon Military Department, Office of Emergency Management may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the State Homeland Security Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Office of Emergency Management will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Subgrantee Representations and Warranties

Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority. No Contravention. The making and performance by Subgrantee of this Agreement (a) have been duly authorized by all necessary action of Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Subgrantee's articles of incorporation or bylaws and (c) 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 Subgrantee is a party or by which Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
- D. Approvals. 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 Subgrantee of this Agreement.

SIGNATURE ON FILE

*[Handwritten Signature]*

*11/17/08*

David Cassel, Domestic Preparedness Manager  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
(503) 378-2911 ext 22226

Date

SIGNATURE ON FILE

*[Handwritten Signature]*

*11-08-08*

Signature of Authorized Subgrantee Official

Date

SIGNATURE ON FILE

*MAYOR*

Name/Title

SIGNATURE ON FILE

*11-10-08*

Signature of Authorized Fiscal Representative of Subgrantee Agency

Date

SIGNATURE ON FILE

Name/Title

Agency	Location	Program	Activity	Description	Quantity	Unit Cost	Total Cost	Fund	Account
5	Portland	POEM	Training	CERT Manuals / Outreach brochures			\$ 109,900.00		\$ 109,900.00
5	Clackamas	Clackamas Sheriff	Planning	Calendars	15000	\$ 1.25	\$ 18,750.00		\$ 18,750.00
5	Washington	Hillsboro	Exercise	CERT Rodeo	2	\$ 3,000.00	\$ 6,000.00		\$ 6,000.00
5	Portland	POEM	Training	Are You Ready - special populations	12	\$ 1,000.00	\$ 12,000.00		\$ 12,000.00
5	Portland	POEM	Planning	Volunteer Recognition	6	\$ 3,000.00	\$ 18,000.00		\$ 18,000.00
1	Clark	CRESA	Planning	Spontaneous volunteers			\$ 18,000.00		\$ 18,000.00
1	Clark	CRESA	Other Authorized Equipment	Volunteer Reception Center Go Kits	11	\$ 3,516.00	\$ 39,541.00		\$ 39,541.00
1	Clark	CRESA	Information Technology	Spontaneous volunteer credentialing and badging	1	\$ 6,082.00	\$ 6,082.00		\$ 6,082.00
1	Clark	CRESA	Training	Spontaneous volunteer	10	\$ 3,000.00	\$ 30,000.00		\$ 30,000.00
1	Clark	CRESA	Exercise	Spontaneous volunteer	2	\$ 3,188.50	\$ 6,377.00		\$ 6,377.00
5	Washington	Hillsboro	Planning	Open House Recruiting Cards	10,000	\$ 0.75	\$ 7,500.00		\$ 7,500.00
5	Washington	Hillsboro	Planning	Open House refreshments	15	\$ 50.00	\$ 750.00		\$ 750.00
2	Washington	Hillsboro	Interoperable Communications Equipment	Digital Repeater	5	\$ 18,000.00	\$ 90,000.00		\$ 90,000.00
2	Washington	Hillsboro	Interoperable Communications Equipment	Digital Base Station	7	\$ 3,500.00	\$ 24,500.00		\$ 24,500.00
2	Washington	Hillsboro	Interoperable Communications Equipment	Digital Radio Chips	10	\$ 200.00	\$ 2,000.00		\$ 2,000.00
2	Washington	Hillsboro	Interoperable Communications Equipment	Semi Portable Repeaters	2	\$ 20,000.00	\$ 40,000.00		\$ 40,000.00
5	Washington	Hillsboro	Training	ICS 100, 200, 700, 800 - materials	200	\$ 20.00	\$ 4,000.00		\$ 4,000.00
2	Washington	Hillsboro	Training	Equipment specific training (radios) materials (radios)	250	\$ 10.00	\$ 2,500.00		\$ 2,500.00
2	Washington	Hillsboro	Training	Equipment specific training (radios) - refreshments	250	\$ 10.00	\$ 2,500.00		\$ 2,500.00
5	Washington	Hillsboro	Exercise	Exercise refreshments	200	\$ 10.00	\$ 2,000.00		\$ 2,000.00
2	Clark, Portland	BOEC, CRESA	Information Technology	CAD Interface - Online Business Systems programming services			\$ 50,000.00		\$ 50,000.00
2	Portland	BOEC	Information Technology	CAD interface - BOEC - programming services			\$ 75,000.00		\$ 75,000.00
2	Clark	CRESA	Information Technology	CAD interface - CRESA - programming services			\$ 75,000.00		\$ 75,000.00
2	Clackamas, Clark, Columbia, Multnomah, Portland, Washington	ACC, BOEC, C911CD, CCOM, CRESA, LOCOM, WCCCA	Training	Unit-to-Unit messaging training - six training sessions (BOEC, C911CD, CCOM, CRESA, LOCOM, WCCCA, ACC training tied into BOEC)	6	\$ 5,000.00	\$ 30,000.00		\$ 30,000.00
2	Clackamas, Clark, Columbia, Multnomah, Portland, Washington	ACC, BOEC, C911CD, CCOM, CRESA, LOCOM, WCCCA	Information Technology	Unit-to-Unit Messaging On-line Business Systems programming services			\$ 15,000.00		\$ 15,000.00
2	Clark	CRESA	Information Technology	Unit-to-Unit Messaging Hitech Systems - programming services			\$ 10,000.00		\$ 10,000.00
2	Columbia	C911CD	Information Technology	Unit-to-Unit Messaging Hitech Systems - programming services			\$ 10,000.00		\$ 10,000.00
2	Clackamas, Washington	CCOM, WCCCA	Information Technology	Unit-to-Unit Messaging Tiburon - programming services			\$ 40,000.00		\$ 40,000.00
2	Clackamas	LOCOM	Information Technology	Unit-to-Unit Messaging PRC - programming services			\$ 15,000.00		\$ 15,000.00
2	Clark	BOEC, ACC	Information Technology	Unit-to-Unit Messaging BOEC and ACC - programming services			\$ 10,000.00		\$ 10,000.00
3	Multnomah	TriMet	Information Technology	Flat screen TVs for media information	2	\$ 1,500.00	\$ 3,000.00		\$ (3,000.00)
3	Multnomah	TriMet	Other Authorized Equipment	Installation - flat screen TVs			\$ 600.00		\$ (600.00)
3	Multnomah	TriMet	Information Technology	Two computer projectors	2	\$ 5,000.00	\$ 10,000.00		\$ (10,000.00)
3	Multnomah	TriMet	Other Authorized Equipment	1.2.1 Installation of computer projectors			\$ 2,000.00		\$ (2,000.00)
3	Multnomah	TriMet	Information Technology	1.3 Laptops for EOC use	10	\$ 2,040.00	\$ 20,400.00		\$ (20,400.00)
3	Multnomah	TriMet	PPE	1.4 ICS in EOC vest set	1	\$ 3,000.00	\$ 3,000.00		\$ (3,000.00)
3	Multnomah	TriMet	Information Technology	1.5 Mobile wireless router module and locking, wheeled case for transport to an alternate EOC	1	\$ 10,000.00	\$ 10,000.00		\$ (10,000.00)
2	Multnomah	TriMet	Interoperable Communications Equipment	1.6 Radio amateur equipment and antennae for EOC communication redundancy	1	\$ 5,000.00	\$ 5,000.00		\$ (5,000.00)
2	Multnomah	TriMet	Other Authorized Equipment	1.6.1 Installation of antenna for amateur radio equipment			\$ 1,000.00		\$ (1,000.00)
3	Multnomah	TriMet	Other Authorized Equipment	2.1 Contract for engineering and planning to convert existing rail SCADA from serial architecture to TCP/IP for access via the Internet	1	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00
3	Regional	Regional	Information Technology	Crisis Management Software (Web EOC)			\$ 333,200.00		\$ 333,200.00
3	Regional	Regional	Information Technology	EOC Capability - Equipment (specific equipment will be identified through the EOC capability study)			\$ 200,000.00		\$ 200,000.00
3	Regional	Regional	Planning	EOC Capability - Consultant			\$ 100,000.00		\$ 100,000.00
3	Regional	Regional	Information Technology	Resource Management System - Software, Equipment Tracking and Inventory			\$ 180,000.00		\$ 180,000.00
3	Regional	Regional	Information Technology	Resource Management System - System, Credentialing			\$ 120,000.00		\$ 120,000.00
5	Regional	Regional	Exercise	Resource Management System - Exercise OT/Backfill			\$ 25,000.00		\$ 25,000.00
5	Regional	Regional	Training	Regional Training Committee - project continuation			\$ 300,000.00		\$ 300,000.00
1	Portland	POEM	Planning	Regional Staff			\$ 200,000.00		\$ 200,000.00
1	Clackamas	Clack EM	Planning	Regional Staff			\$ 200,000.00		\$ (20,381.25)
1	Clark	CRESA	Planning	Regional Staff			\$ 200,000.00		\$ (20,381.25)
1	Multnomah	Multi Co EM	Planning	Regional Staff			\$ 200,000.00		\$ 200,000.00
1	Columbia	Columbia 911	Planning	Regional Staff			\$ 200,000.00		\$ (20,381.25)
1	Washington	WaCo SQ	Planning	Regional Staff			\$ 200,000.00		\$ (20,381.25)
1	Regional	Regional	Planning	Strategy Planning			\$ 300,000.00		\$ 300,000.00
5	Regional	Regional	Exercise	Regional Exercise OT/Backfill			\$ 100,000.00		\$ 100,000.00
1	Regional	Regional	M&A	Admin			\$ 223,695.00		\$ 223,695.00
4	Regional	Regional	Training	FEMA Medical Specialist Class	1	\$ 70,000.00	\$ 70,000.00		\$ 70,000.00
4	Regional	Regional	Exercise	Multi discipline exercise to test CBRNE & all hazard plan - OT/backfill and props	1	\$ 75,000.00	\$ 75,000.00		\$ 75,000.00
4	Clark	Vancouver Fire	Operational Search & Rescue Equipment	Remote Camera System	2	\$ 10,000.00	\$ 20,000.00		\$ 20,000.00
4	Clark	Vancouver Fire	Operational Search & Rescue Equipment	Display Monitors	12	\$ 2,500.00	\$ 30,000.00		\$ 30,000.00
4	Clark	Vancouver Fire	Operational Search & Rescue Equipment	Panasonic Tough Book	12	\$ 5,000.00	\$ 60,000.00		\$ 60,000.00
4	Clark	Vancouver Fire	Operational Search & Rescue Equipment	Digital Video recorders with mount and ACC	4	\$ 1,500.00	\$ 6,000.00		\$ 6,000.00
4	Clark	Vancouver Fire	Operational Search & Rescue Equipment	DVD Recorders with mount and Acc	4	\$ 1,000.00	\$ 4,000.00		\$ 4,000.00
4	Portland	Portland	CBRNE Logistics Support	Air Supported Tent	6	\$ 25,000.00	\$ 150,000.00		\$ 150,000.00
4	Hood River	Cascade Locks Fire	Medical Equipment	Mass Casualty Kits	1	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00
4	Regional	Regional	Medical Equipment	MCI Patient Tents	2000	\$ 3.00	\$ 6,000.00		\$ 6,000.00
4	Hood River	Cascade Locks Fire	CBRNE Incident Response Vehicle	MCI Trailer	1	\$ 9,000.00	\$ 9,000.00		\$ 9,000.00
4	Portland	Portland	Medical Equipment	Oxygen Concentrator	1	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00
4	Hood River	Cascade Locks	PPE	PAPR's	4	\$ 1,140.00	\$ 4,560.00		\$ 4,560.00
4	Multnomah	Gresham	PPE	PAPR's	10	\$ 1,140.00	\$ 11,400.00		\$ 11,400.00
4	Washington	Hillsboro	PPE	PAPR's	10	\$ 1,140.00	\$ 11,400.00		\$ 11,400.00
4	Multnomah	Port of Portland	PPE	PAPR's	10	\$ 1,140.00	\$ 11,400.00		\$ 11,400.00
4	Regional	Regional	Medical Equipment	Patient Cots	100	\$ 100.00	\$ 10,000.00		\$ 10,000.00
4	Regional	Regional	Detection	Radiation Badges	1,000	\$ 5.00	\$ 5,000.00		\$ 5,000.00
4	Hood River	Cascade Locks Fire	Medical Equipment	Treatment Tent and lighting package (need to be broken out - two separate categories)	1	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00
4	Portland	Portland	Information Technology	Wireless Bar Code Reader	18	\$ 500.00	\$ 9,000.00		\$ 9,000.00
4	Portland	PPB	CBRNE Operational and Search	Digital Robot Radio Upgrade	1	\$ 54,500.00	\$ 54,500.00		\$ 54,500.00
4	Portland	PPB	Detection	Explosive/Chemical Detectors	3	\$ 32,000.00	\$ 96,000.00		\$ 96,000.00
4	Portland	PPB	CBRNE Operational and Search	Rail Attached Flexible Tools System (RAFT)	2	\$ 5,495.00	\$ 10,990.00		\$ 10,990.00
4	Portland	PPB	CBRNE Operational and Search	Remotec Andros F6A Robot	1	\$ 172,285.00	\$ 172,285.00		\$ 172,285.00
4	Portland	PPB	Explosive Device Mitigation and Search	Robot Drill Camera System	1	\$ 22,000.00	\$ 22,000.00		\$ 22,000.00
4	Portland	PPB	Explosive Device Mitigation and Search	Scanx-12 Portable Digital X-Ray Imager	12	\$ 22,681.00	\$ 272,172.00		\$ 272,172.00
4	Clark	VPD	CBRNE Operational and Search	Remotec Firing Device	1	\$ 4,500.00	\$ 4,500.00		\$ 4,500.00
4	Clark	VPD	CBRNE Operational and Search	Remotec Andros F6A Robot	1	\$ 172,285.00	\$ 172,285.00		\$ 172,285.00
4	Clark	Clark CO	Detection	Canberra Ultra Radiac Radiation Detection Units	25	\$ 598.00	\$ 14,950.00		\$ 14,950.00
4	Clark	Clark CO	CBRNE Operational and Search	UNIS-BNS4 Universal Night Scopes	4	\$ 11,750.00	\$ 47,000.00		\$ 47,000.00
4	Clark	Clark CO	Information Technology	Ziost THC-500 Quai Mode Thermal Camera	1	\$ 14,000.00	\$ 14,000.00		\$ 14,000.00
4	Multnomah	GPD	CBRNE Operational and Search	ITT PVS 14 Night Vision Monoculars	53	\$ 3,900.00	\$ 185,500.00		\$ (185,500.00)
4	Multnomah	MCSO	Training	Special team training	1	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
4	Multnomah	MCSO	Training	Gas School training	1	\$ 14,965.00	\$ 14,965.00		\$ (14,965.00)
4	Multnomah	MCSO	Training	SWAT training for a level I certification	1	\$ 14,965.00	\$ 14,965.00		\$ 14,965.00
4	Multnomah	MCSO	Training	Special Tactical Team Training	14	\$ 8,550.00	\$ 121,100.00		\$ (121,100.00)
4	Washington	Regional	Training	Law enforcement training - NIMS/CRNE	1	\$ 121,100.00	\$ 121,100.00		\$ 121,100.00
2	Multnomah	MCSO	Interoperable Communications Equipment	Throat microphone assemblies	14	\$ 100.00	\$ 1,400.00		\$ 1,400.00

4	Multnomah	MCSO	02EX-02-TLEX	Explosive Device Mitigation and R	US Armor Ballistic Blanket	1	\$ 1,185.00	\$ 1,185.00				\$ 1,185.00
4	Washington	Tualatin	03OE-02-TILA	CBRNE Operational and Search	Knights Armament UNS 98621 Night Vision Scopes	13	\$ 10,000.00	\$ 130,000.00			\$(130,000.00)	\$ -
4	Clark	VPD	13LE-00-SURV	Terrorism Prevention	4 Camera IP Intel gathering camera system	5	\$ 1,840.00	\$ 9,700.00				\$ 9,700.00
4	Clark	VPD	13IT-00-SGNT	Terrorism Prevention	i-2 system (data base and analyst notebook)	8	\$ 11,000.00	\$ 66,000.00				\$ 66,000.00
4	Clark	VPD	13LE-00-SURV	Terrorism Prevention	Portable covert surveillance kits	8	\$ 16,000.00	\$ 128,000.00				\$ 128,000.00
4	Clark	VPD	04MD-01-IREQ	Information Technology	Thermal Imaging Camera System	1	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00
4	Washington	WCSCO	04AP-02-DGPS	Information Technology	Garmin Rhino 530HXC Handheld GPS	82	\$ 475.00	\$ 38,950.00				\$ 38,950.00
2	Clackamas	Clackamas Sheriff	06CP-01-MOBL	Interoperable Communications E	800 MHz Radios (Mobile for vehicles) XTL 5000	44	\$ 4,000.00	\$ 178,000.00				\$ 178,000.00
2	Clackamas	Clackamas Sheriff	06CP-01-PORT	Interoperable Communications E	800 MHz Radios (Portables) XTS 5000	56	\$ 3,500.00	\$ 196,000.00				\$ 196,000.00
2	Multnomah	Sandy PD	04HW-01-MOBL	Information Technology	Mobile Data Computers (MDC) Panasonic CF-28	2	\$ 3,500.00	\$ 7,000.00			\$ (7,000.00)	\$ -
2	Clackamas	Clackamas Sheriff	10BC-00-BATT	Power Equipment	Motorola Impress Smart NICD Batteries for XTS 5000	40	\$ 105.00	\$ 4,200.00				\$ 4,200.00
2	Multnomah	MCSO	06CP-01-MOBL	Interoperable Communications E	VHF mobile radios	10	\$ 700.00	\$ 7,000.00				\$ 7,000.00
2	Multnomah	MCSO	06CP-01-PORT	Interoperable Communications E	VHF portable radios	20	\$ 1,500.00	\$ 30,000.00				\$ 30,000.00
4	Multnomah	MCSO	01AR-02-APRC	PPE	Milenium CBRN Cannisters	410	\$ 37.60	\$ 15,416.00				\$ 15,416.00
4	Washington	WCSCO	01AR-02-APRC	PPE	Milenium Masks for 1st responders	205	\$ 325.00	\$ 66,825.00				\$ 66,825.00
4	Washington	WCSCO	21GN-00-TRNG	PPE	PPE Training for all first responders	1	\$ 35,000.00	\$ 35,000.00				\$ 35,000.00
4	Washington	WCSCO		PPE	Respirator physical contract for 1st responders	1	\$ 25,000.00	\$ 25,000.00			\$ (25,000.00)	\$ -
4	Multnomah	MCSO	02PE-02-HLMT	PPE	Face Shields	3	\$ 40.00	\$ 120.00				\$ 120.00
4	Multnomah	MCSO	18CN-00-COMP	CBRNE Logistical Support	FN Air Bottle Station	1	\$ 4,835.00	\$ 4,835.00				\$ 4,835.00
4	Multnomah	MCSO	01AR-01-SCBC	PPE	FN Spare Air Bottle	2	\$ 250.00	\$ 500.00				\$ 500.00
4	Multnomah	MCSO	01ZA-02-GLVA	PPE	Helixstom SOLAG gloves	14	\$ 35.00	\$ 490.00			\$ (490.00)	\$ -
4	Multnomah	MCSO	01LE-01-HLMT	PPE	Helmet Chin Straps	14	\$ 25.00	\$ 350.00			\$ (350.00)	\$ -
4	Multnomah	MCSO	01CB-03-ENSM	PPE	Riot Control Protection Package	14	\$ 650.00	\$ 7,700.00			\$ (7,700.00)	\$ -
4	Multnomah	MCSO	01AR-02-APRC	PPE	Scott P100 Air purifying respirator cartridges	48	\$ 10.00	\$ 480.00				\$ 480.00
4	Multnomah	MCSO	01AR-02-APRC	PPE	Scott Promask Gas Masks	3	\$ 75.00	\$ 225.00				\$ 225.00
4	Clackamas	Clackamas Sheriff	01AR-01-FTST	PPE	Yester, Mask Leak/ Fitting	2	\$ 10,450.00	\$ 20,900.00				\$ 20,900.00
2	Multnomah	PPB	06CP-01-MOBL	Interoperable Communications E	VHF radio equipment	2	\$ 15,445.00	\$ 15,445.00				\$ 15,445.00
5	Regional	Regional		Training	NIMS Certified JIS/JIC Training	4	\$ 16,500.00	\$ 66,000.00				\$ 66,000.00
1	Regional	Regional		Planning	Water Interconnections Study			\$ 90,000.00				\$ 90,000.00
2	Regional	Regional		Interoperable Communications E	Sat aside for 800MHz projects			\$ 850,032.00				\$ 850,032.00
1	Regional	Regional		Planning	Meeting expenses			\$ 15,000.00				\$ 15,000.00
2	Regional	Regional		Planning	Public Works Communications Needs Analysis			\$ 100,000.00				\$ 100,000.00
								<b>Total</b>	<b>\$8,085,130.00</b>	<b>\$ -</b>	<b>\$(628,630.00)</b>	<b>\$ 7,456,500.00</b>

Total award	\$7,559,500.00
State WebEOC/OpCenter bridge	\$ 100,000.00
State M&A	\$ -
Subrecipient pass through	\$7,456,500.00
M&A	\$ 223,895.00
Total available for projects	\$7,232,805.00
Budget surplus or (deficit)	\$ -

Agency	Category	Item	Amount	# Sharing Agencies	Shared Amount
CRESA	Planning	Spontaneous volunteers	18,000.00		
CRESA	Other Authorized Equipment	Volunteer Reception Center Go Kits	39,541.00		
CRESA	Information Technology	Spontaneous volunteer credentialing and badging	6,082.00		
CRESA	Training	Spontaneous volunteer	30,000.00		
CRESA	Exercise	Spontaneous volunteer	6,377.00		
CRESA	Information Technology	CAD Interface - Online Business Systems programming services		2	50,000.00
CRESA	Information Technology	CAD Interface - CRESA - programming services	75,000.00		
CRESA	Training	Unit-to-Unit messaging training	5,000.00		
CRESA	Information Technology	Unit-to-Unit Messaging On-line Business Systems programming services		7	15,000.00
CRESA	Information Technology	Unit-to-Unit Messaging Hitech Systems - programming services	10,000.00		
CRESA	Planning	Regional Staff	179,618.75		
Vancouver Fire	Operational Search & Rescue Equipment	Remote Camera System	\$ 20,000.00		
Vancouver Fire	Operational Search & Rescue Equipment	Display Monitors	\$ 30,000.00		
Vancouver Fire	Operational Search & Rescue Equipment	Panasonic Tough Book	\$ 60,000.00		
Vancouver Fire	Operational Search & Rescue Equipment	Digital Video recorders with mount and ACC	\$ 6,000.00		
Vancouver Fire	Operational Search & Rescue Equipment	DVD Recorders with mount and Acc	\$ 4,000.00		
VPD	CBRNE Operational and Search and Rescue	Remote Firing Device	\$ 4,500.00		
VPD	CBRNE Operational and Search and Rescue	Remotec Andros F6A Robot	\$172,285.00		
Clark CO	Detection	Canberra Ultra Radiac Radiation Detection Units	\$ 14,950.00		
Clark CO	CBRNE Operational and Search and Rescue	UNS-BNS# Universal Night Scopes	\$ 47,000.00		
Clark CO	Information Technology	Zistos THC-50D Dual Mode Thermal Camera	\$ 14,000.00		
VPD	Terrorism Prevention	4 Camera IP Intel gathering camera system	\$ 9,700.00		
VPD	Terrorism Prevention	i-2 system (data base and analyst notebook)	\$ 66,000.00		
VPD	Terrorism Prevention	Portable covert surveillance kits	\$128,000.00		
VPD	Information Technology	Thermal Imaging Camera System	\$ 10,000.00		

Total

1,021,053.75



EXHIBIT 3

INTERGOVERNMENTAL AGREEMENT  
Between  
CLARK COUNTY, WASHINGTON  
And  
THE CITY OF PORTLAND, OREGON

34 04-150

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between the City of Portland, (City) and Clark County, Washington (Recipient), pursuant to the authority granted in ORS Chapter 190 and RCW Chapter 39.34, for the procurement and distribution of equipment, supplies and professional services by the City (or for the reimbursement of funds for the purchase or utilization of chemical, biological, radiological, nuclear and explosive events training if such reimbursement funds are supplied by the State of Oregon to the City) to address certain catastrophic events.

Recitals

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 03-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2003 in the amount of \$6,764,956 (Grant) attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, Awarded Urban Area Security Initiative (UASI) Grant #04-71 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2004 in the amount of \$8,112,992 (Grant) attached to this Agreement and incorporated herein as Exhibit B; and

WHEREAS, UASI Grant # 03-071 and UASI Grant # 04-71 monies are intended to increase the capability of critical urban areas to prevent and respond to chemical, biological, radiological, nuclear and explosive events (CBRNE); and

WHEREAS, under these UASI grants, the City of Portland, as Grants Administrator, is required to coordinate the purchase and distribution of specialized equipment, supplies and services to enhance the ability to prevent, deter, respond to and recover from CBRNE events, and to in some instances, provide for the reimbursement of funds, for the same purpose, to the Portland, Oregon Urban Area, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington (Recipients); and

WHEREAS, after extensive, coordinated discussions between state and local officials, a list of specialized equipment, supplies and professional services to be purchased has been

developed which is consistent with the Department of Homeland Security UASI goals and objectives; and

WHEREAS, some Recipients may purchase or utilize specialized training programs to train staff to respond to CBRNE; and

WHEREAS, some Recipients are, in turn, providing equipment, supplies and services received under this Grant from Portland, to other local entities; and

WHEREAS, reports regarding the use of the USAI Grant are required; and

WHEREAS, the Recipient is obligated, on behalf of itself and any other entity with whom it enters an agreement regarding these grant funds or equipment, supplies and services purchased therewith, to comply with all terms of the Grant including, but not limited to, obligations regarding reporting, access to records, and supplanting of funds.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Function.** The purpose of this Agreement is to permit the distribution of funds, equipment, supplies and professional services to address certain catastrophic events by the City to the Recipient in a manner that fully complies with the provisions of Urban Area Security Initiative (UASI) Grant # 03-071 for fiscal year 2003 and UASI Grant #04-71 for fiscal year 2004.

2. **Obligations of the Parties.** The parties agree as follows:

a. The City agrees as follows:

That it shall purchase and distribute the equipment, supplies and services which have been approved by the State of Oregon Office of Emergency Management or as appropriate, the City may delegate the authority to purchase or utilize specialized training programs, to train Recipient's staff to respond to CBRNE events, directly to the Recipient in which case the City shall reimburse the Recipient upon presentation of an appropriate invoice and receipt of payment by the City for said invoice from the State of Oregon. Arrangement for any delivery shall be made between the parties.

b. The Recipient agrees:

(1) To timely comply with all reporting obligations required by the Grant's terms and the City:

- (2) To appropriately use and conserve the equipment, supplies and services provided for CBRNE training and response;
- (3) That any equipment or services provided by the City to the Recipient are as described in the grant documents which Recipient has seen. If Recipient desires to receive equipment or services from the City, differing in any regard from the lists attached to the grant documents, Recipient shall make that request, in writing, of the City and the City shall pass such request on to the State of Oregon and make a purchase of the requested item if it is approved for reimbursement, in writing, by the State of Oregon. In no event shall the Recipient make requests for equipment or services directly to the State of Oregon.
- (4) That any public statement by the Recipient referring to the receipt of the equipment, supplies or services shall state that the funds for the purchase came from the U.S. Department of Homeland Security, Office for Domestic Preparedness, Urban Area Security Initiative Grant Program and the percent or dollar amount of federal funds used in the purchase.
- (5) To maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Comptroller set forth in the May 2002 Office of Justice Program (OJP) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars 87, A-102, A-122, A-128, A-133. All of these documents are to be retained for a minimum of six years after the contract has been awarded and available for review, upon request, to federal, state and City employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.
- (6) To obtain copies of all federal regulations with which it must comply.
- (7) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the Recipient to fund programs within the Urban Area Security Initiative Program Grant guidelines.
- (8) To provide the City with Progress Reports, Financial Reimbursement Reports and Audit Reports when required by the City and in the form required by the City.

(9) To comply with all the obligations, and be bound by any limitations, applicable to the City, as Grantee, under the UASI Grant Award Conditions and Certifications document for Grant No. 03-071 and Grant No. 04- 71 and in addition, the City shall be listed as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Recipient and any sub-Recipient and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment or services provided for under this Agreement, and as a party to whom a listed duty is due. **By signing this Agreement the Recipient states that it has read the Award Conditions and Certifications and is authorized to be and is in agreement therewith.**

(10) If seeking reimbursement for approved direct purchases of specialized training services, including the costs of overtime, backfill and course attendance, to enable the Recipient's staff to respond to CBRNE events, the Recipient will provide the City with proof of purchase and the amount of each item purchased, through the use of receipts, purchase orders or other acceptable documentation, will only use the funds for the items approved for purchase and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, will indemnify the City, state and federal governments as if the services were supplied by the City. Recipients receiving reimbursement for direct purchases shall, in all other regards, be bound as any other Recipient, to the terms of this Agreement. For all single items of equipment valued over \$5,000, Recipient shall track the items as fixed assets, providing a list to the City and maintaining said list to include date of purchase, description of items including applicable serial numbers, and location of items.

(11) That Recipient, and not the City, must, in the first instance, provide the funds for any training and that there is a risk, to be borne by the Recipient alone, that the State of Oregon may, upon receipt of the Recipient's invoice, not authorize reimbursement for the cost of any particular training program purchased directly or utilized by the Recipient. In that event, the cost of the training shall be the obligation of the Recipient only and shall not be a cost to the City.

(12) To maintain and store all equipment and supplies, provided or purchased, in the manner that will most prolong the life the same and to keep it in good working order at all times.

3. **Effective Date and Duration.** This Agreement shall be effective from the date last signed below and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until terminated as provided in paragraph 8, below.

4. **Amendment:** This Agreement may only be amended by written agreement of the parties approved by their respective legal representatives.

5. **Organization.** No separate legal or administrative entity is created by this Agreement and this IGA does not affect the organization or functions of the parties, except as may be provided herein. The City and the Recipient shall be generally responsible to and for their own legislative authority and personnel.

6. **Budget and Finance.** Except for the disbursement of funds or the distribution of equipment, supplies or services as listed in Exhibit A, this Agreement does not affect the authorized budgets of the parties.

7. **Disposition of Property.** Upon completion or termination of this Agreement, all property or supplies acquired by either party under this Agreement shall remain the property of that party.

8. **Termination:** The City may terminate this Agreement in the event that the Recipient fails to comply with its obligations under this Agreement. If such termination is effected by the City, Recipient will be liable to the City for the full cost, to the City, of any equipment or services provided by the City to Recipient, and of any penalty imposed by the State of Oregon or federal government. The City will notify the Recipient, in writing, of its intention to terminate this Agreement and the reasons therefore. Recipient shall have fourteen days, or such other time as the parties may agree, from the date of the notice, in which to correct its compliance failure after which time termination will take effect.

9. **Governing Law.** All disputes between the parties shall be resolved under the laws of the State of Oregon and in the courts of Multnomah County unless otherwise agreed, in writing, by the Parties.

10. **Entire Agreement.** The Parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings of any kind and that it is the entire agreement between them.

11. **Successors in Interest:** The terms of this Agreement shall be binding upon the successors and assigns of each Party hereto.

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AMENDMENT NO 1

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. 179398

This Contract was made and entered into on the 8<sup>th</sup> day of September, 2004, by and between Clark County, Washington hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

RECITALS:

1. The Urban Area Security Initiative (UASI) 2005 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, by the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Clark County.
3. The Council approved that IGA by Ordinance 179398 dated July 6, 2005.

NOW, THEREFORE, the parties agree:

1. This IGA between the City and Clark County is hereby extended through June 30, 2007.
2. This extension is necessary in order to provide sufficient time to distribute the equipment, supplies and services procured with the Urban Areas Security Initiative Grants (UASI) monies, including UASI 2005 grant.

All other terms and conditions of the existing IGA between the City and Clark County shall remain unchanged and in full force and effect.

Clark County, Washington

By: \_\_\_\_\_  
Date

(Name and Title)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Approved as to Form:  
**APPROVED AS TO FORM**

By City Atty: \_\_\_\_\_  
SIGNATURE ON FILE MS

**CITY ATTORNEY**

CITY OF PORTLAND

By: \_\_\_\_\_  
Date

DEC 15 2006

AMENDMENT NO. 2

SH 06-164

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. 180524

This Contract was made and entered into on the 8th day of September, 2004, by and between Clark County, Washington, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

RECITALS:

1. The Urban Area Security Initiative (UASI) 2006 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Clark County.

NOW, THEREFORE, the parties agree:

1. This IGA between the City and Clark County is hereby extended through June 30, 2008.
2. National Incident Management System (NIMS) Compliance is a federal requirement in the federal fiscal year 2006. The NIMS Compliance Form must be completed by each agency requesting or benefiting from federal preparedness funding. This is a requirement and shall be complied with as provided for in Exhibit "A".
3. Equipment labeling of items purchased with grant funds are to be labeled:  
 "Purchased with funds provided by the U.S. Department of Homeland Security"  
 This labeling requirement began with the UASI 2005 grant and continues with the UASI 2006 grant forward. This equipment labeling is a requirement and shall be complied with as provided for in Exhibit "B".

All other terms and conditions of the existing IGA between the City and Clark County shall remain unchanged and in full force and effect.

APPROVED AS TO FORM ONLY:

SIGNATURE ON FILE  
Deputy prosecuting Attorney

Approved as to Form:

APPROVED AS TO FORM

SIGNATURE ON FILE  
CITY ATTORNEY

By City Attorney Date

Clark County Washington

SIGNATURE ON FILE SIGNATURE ON FILE

Date  
STEVE STUART, BETTY SUE MORRIS  
(Name and Title) COUNTY COMMISSIONERS

Address: 1300 Franklin St.

Telephone: 360-397-2232

CITY OF PORTLAND

By: SIGNATURE ON FILE 12/6/06  
Mayor/Elected Official Date

By: SIGNATURE ON FILE 12/7/06  
Date



ORDINANCE NO. 180524

\*Extend an Intergovernmental Agreement with Clark County, Washington for the distribution of equipment, supplies and services procured as a result of Urban Area Security Initiative Grants (Ordinance; amend Contract No. 52307)

The City of Portland ordains:

Section 1. The Council finds that:

1. The City of Portland (GRANTEE) was awarded a FY 2003 Urban Area Security Initiative Grant #03-071, a FY2004 Urban Area Security Initiative Grant #04-071, a FY2005 Urban Area Security Initiative Grant #05-071, and currently, a new FY2006 Urban Area Security Initiative Grant #06-071.
2. The City of Portland is the official administrator for the UASI regional grants.
3. The FY03-UASI Grant award of \$6,764,956.00 (Ordinance #178311); the FY04- UASI Grant award of \$8,112,992.00 (Ordinance #178527); the FY05-UASI Grant award of \$10,391,037 (Ordinance #179394) and the FY06-UASI Grant award of \$8,240,000 are for First Responders (primarily Fire and Law Enforcement) for the procurement of equipment, physical infrastructure, training, planning and the administration of CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive) events.
4. Administration of this grant will be implemented per the IGA as amended here.
5. Former grant period will expire at end of FY03 and FY04 and FY05 UASI grant periods.
6. New and approved FY06-UASI award will extend IGA to June 30, 2008.

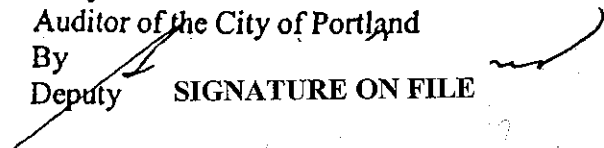
NOW, THEREFORE, the Council directs:

- a. That the Commissioner-in-Charge and the Auditor are authorized to execute an amendment to Contract No. 52307 between the City and Clark County, Washington as outlined in a form substantially in accordance with the attached Amendment No. 2.

Section 2. The Council declares that an emergency exists because delay in proceeding with this agreement will unnecessarily deprive Clark County and the City of Portland with the benefits of this agreement; therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council, OCT 18 2006

Mayor Tom Potter  
Sarah Liggett  
October 5, 2006

Gary Blackmer  
Auditor of the City of Portland  
By   
Deputy SIGNATURE ON FILE

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. 181927

This Contract was made and entered into on the 8th day of September, 2004, by and between Clark County, Washington, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

RECITALS:

1. The Urban Areas Security Initiative (UASI) 2007 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Clark County.

NOW, THEREFORE, the parties agree:

1. This IGA between the City and Clark County is hereby extended through May 31, 2010.

All other terms and conditions of the existing IGA between the City and Clark County shall remain unchanged and in full force and effect.

APPROVED AS TO FORM ONLY:

Clark County

SIGNATURE ON FILE  
Deputy Prosecuting Attorney *[Signature]*

By: BETTY SUE MORRIS, CHAIR BOCC

SIGNATURE ON FILE SIGNATURE ON FILE *[Signature]*

Address: 1300 Franklin St., Vancouver

Telephone: 360-397-2232

CITY OF PORTLAND

By: SIGNATURE ON FILE *[Signature]* 7/18/08  
Date

By: SIGNATURE ON FILE *[Signature]* 7/18/08  
Date

Approved as to Form:

APPROVED AS TO FORM

SIGNATURE ON FILE

By City Attorney CITY ATTORNEY *[Signature]* 7/18/08  
Date

ORDINANCE NO. 181927

Extend the Intergovernmental Agreement with Clark County for the distribution of equipment, supplies and services procured as a result of Urban Areas Security Initiative Grant FY 2007. (Ordinance; amend Contract No. 52307)

The City of Portland ordains:

Section 1. The Council finds that:

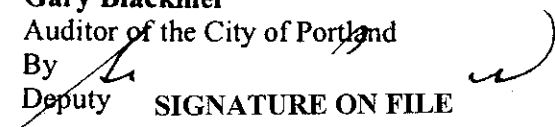
1. The City of Portland (SUBGRANTEE) was awarded a FY 2003 Urban Areas Security Initiative Grant #03-071, a FY 2004 Urban Areas Security Initiative Grant #04-071, a FY 2005 Urban Areas Security Initiative Grant #05-071, FY 2006 Urban Areas Security Initiative Grant #06-071 and currently a FY 2007 Urban Areas Security Initiative Grant #07-071.
2. The City of Portland is the designated administrator for the UASI regional grants.
3. The FY 2003 UASI Grant award of \$6,764,956.00 (Ordinance #178311); the FY 2004 UASI Grant award of \$8,112,992.00 (Ordinance #178527); the FY 2005 UASI Grant award of \$10,391,037 (Ordinance #179394); the FY 2006 UASI Grant award of \$8,240,000 (Ordinance #180477) and the FY 2007 UASI Grant award of \$6,806,353 are for First Responders for the procurement of equipment, regional training, planning and exercising to enhance regional capabilities to respond to a terrorist event.
4. Administration of this grant will be implemented per the Intergovernmental Agreement (IGA) as amended here.
5. Former UASI grants from FY 2003, FY 2004 and FY 2005 are now closed; FY 2006 UASI grant will expire at the end of its respective grant period.
6. The new and approved FY 2007 UASI award will extend the IGA to May 31, 2010.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner-in-Charge and the Auditor are authorized to execute an amendment to Contract No. 52307 between the City and Clark County as outlined in a form substantially in accordance with the attached Amendment No. 3.
- b. The Mayor and the Auditor hereby are authorized to draw and deliver checks chargeable to the UASI FY 2007 Grant Budget, Center Code 11011854, when demand is presented and approved by the proper authorities.

Passed by the Council, JUN 18 2008

Mayor Tom Potter  
Shelli Tompkins  
May 29, 2008

Gary Blackmer  
Auditor of the City of Portland  
By   
Deputy SIGNATURE ON FILE

AMENDMENT NO. 4

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. 182387

This **Intergovernmental Agreement ("IGA")** was made and entered into on the 8th day of September, 2004, by and between Clark County, Washington, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

**RECITALS:**

1. The Urban Areas Security Initiative (UASI) 2008 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was achieved through intergovernmental agreements (IGAs) between the City and these entities. One such agreement was entered into between the City of Portland and Clark County.
3. The City wishes to amend its IGA with the County to provide that the County may perform purchase obligations, for the County, also assigned to the City under the IGA.
4. The City further wishes to amend its IGA with the County to extend the time of its operation.

**NOW, THEREFORE, the parties agree:**

1. To comply with all terms of the U. S Department of Homeland Security, Urban Area Security Initiative (UASI) Grant CFDA # 97.008, Grant No. 08-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds.
2. Section 2, a. of the IGA is deleted in its entirety and the following is substituted therefore:

The City agrees as follows:

That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State of Oregon Office of Emergency Management and, as appropriate, the City may delegate the authority to purchase equipment, supplies and the authority to purchase or utilize specialized training programs, to train Recipient's staff to respond to CBRNE events, directly to Recipient. Such authorization, however, does not guarantee payment for Recipient which payment must be approved by the State Office of Emergency Management and requires documentation invoicing by Recipient, to the City, and compliance with Recipient's purchasing practices, the City's purchasing practices and any applicable state and federal rules and regulations. When the City has purchased goods or services for the Recipient arrangements for delivery will be made between them

3. Section 2 b of IGA is amended by the addition of a subsection "(13)" to read as follows.

(13) To comply with all of its obligations under this agreement and any applicable, incorporated document or documents

4. Section 3. Effective Date and Duration, is deleted in its entirety and replaced by the following

Effective Date and Duration: This IGA shall be effective from the date all parties have signed and shall be

terminated on May 31, 2011, unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.

5. All other terms and conditions of the existing IGA between the City and Clark County, including but not limited to, all terms and conditions as set forth in the Oregon Military Department, Office of Emergency Management, Grant Award Conditions and Certifications as outlined in attached Exhibit A., shall remain unchanged and in full force and effect.

Clark County

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
(Name and Title)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CITY OF PORTLAND

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Auditor Date

Approved as to Form:

\_\_\_\_\_  
By City Attorney Date

**ORDINANCE No. 182387**

\* Accept an Oregon Military Department, Office of Emergency Management, Department of Homeland Security, FY 2008 Urban Areas Security Initiative Grant to plan for terrorism events through planning, training and equipping First Responders (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Department of Homeland Security is providing financial assistance to selected urban areas through the FY 2008 Urban Area Security Initiative (UASI). The City of Portland, in cooperation with regional partners (Multnomah, Clackamas, Washington and Columbia Counties of Oregon and Clark County, Washington) applied for financial assistance to address the unique equipment, training, planning, exercise and operational needs of large urban areas.
2. The Department of Homeland Security has designated Portland, Oregon as the core urban area in the State of Oregon. The City of Portland will be eligible for a portion of the \$7,456,500 available to our regional metropolitan area.
3. Funds provided under the UASI Grant Program will be granted directly to the States with 80% of the total award going to selected urban areas.
4. Funds will be used and dedicated for equipment, training and planning for City of Portland First Responders for potential terrorist attacks.
5. Portland has participated in two preliminary steps in the grant process: a) a needs assessment and b) a regional strategy to address our terrorism readiness.
6. The City of Portland, with regional partners (Multnomah Co., Clackamas Co., Washington Co., Columbia Co., Tri-Met, and Port of Portland of Oregon and Clark County, Washington), has been approved for FY 2003, FY 2004, FY 2005, FY 2006 and FY 2007 Urban Area Security Initiative funds. Ordinances accepting and approving FY 2003-FY 2007 include: FY 2003- #178311, FY 2004 - #178527, FY 2005 - #179394, FY 2006 - #180477 and FY 2007 - #18157 approved on January 30, 2008.
7. The City of Portland Office of Emergency Management will administer the Grant for the region.
8. There is no financial match requirement for this Grant.

**NOW, THEREFORE, the Council directs:**

- a. **The Mayor and Portland Office of Emergency Management are authorized to accept the FY 2008 Urban Areas Security Initiative grant from the Oregon Military Department, Office of Emergency Management (OEM).**

**Section 2. The Council declares that an emergency exists in that any delay in receipt for this grant will result in losing the opportunity for funding these activities; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.**

**Passed by Council December 03, 2008**

**Gary Blackmer  
Auditor of the City of Portland**

**Mayor Tom Potter  
Prepared by Daire Elliott  
November 19, 2008**

**By /s/ Susan Parsons  
Deputy**