



Daniel Nibouar

Director

Disaster Management
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August 14, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with the City of Portland for Urban Area Security Initiative equipment. Grant Value is \$269,103 for 20 months. Funding is through the Federal Emergency Management Agency. No County General Funds are involved.

Previous Board Action/Review	Board approved lifecycle form for grant application on January 11, 2024. BCC Agenda Date/Item: 20240111 II.E.2		
Performance Clackamas	1. Healthy, Safe & Secure Communities		
Counsel Review	Yes - AH	Procurement Review	N/A
Contact Person	Jamie Poole, Deputy Disaster Manager	Contact Phone	503-278-9150

EXECUTIVE SUMMARY: The Portland Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, and Columbia in Oregon and Clark County in Washington. Agencies within the UASI region may apply for the UASI grant funds.

For the FY 2024 grant year, Disaster Management was awarded \$19,060 for Citizen Corps equipment supporting Community Emergency Response Teams, Neighborhood Watch, and Amateur Radio Emergency Service, and the Sheriff's Office was awarded \$278,030 for Air Support Unit thermal camera equipment. All projects total \$269,103.

RECOMMENDATION: Staff recommends the BCC approve this grant agreement.

Respectfully submitted,

Daniel Nibouar
Director

For Filing Use Only

SUBRECIPIENT AGREEMENT
for
Clackamas County
2024 Urban Area Security Initiative

Agreement Number: 32003777



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

A. Background

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Department of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.
2. The following exhibits are attached and incorporated into this Agreement by reference.
[Exhibit A: Scope of Work](#)
[Exhibit B: Federal Requirements and Certifications \(including Attachments A, B, and C\)](#)
[Exhibit C: Information required by 2 CFR 200.332](#)
[Exhibit D: Request for Reimbursement \(RFR\)](#)
[Exhibit E: OEM and City UASI 2024 grant award](#)
[Exhibit F: Equipment Receipt, Transfer, or Disposition form](#)
[Exhibit G: Equipment Inventory Report](#)
3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI subgrants, to receive funding.

B. Effective Date and Duration

This Agreement is effective from July 1, 2025, until, and including, April 30, 2027, unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

C. Scope of Work

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

D. Compensation

The total Agreement amount is \$269,103. Funds may only be used for the specific budget line items they were awarded. See [Exhibit A](#) for detail.

E. Reimbursement

1. City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed \$269,103. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in [Exhibit D](#). RFRs shall be submitted bimonthly

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

2. Qualified costs are defined as direct project costs, incurred by Grantee, subawardees and subcontractor(s) during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in [Exhibit A](#) and conform to the following requirements:
 - a. [2 CFR 200 - Uniform Guidance](#)
 - b. Department of Homeland Security, Notice of Funding Opportunity viewable at: <https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo>
 - c. [Exhibit E](#), the OEM and City UASI 2024 grant award
3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. See [Exhibit D](#) for a detailed checklist for types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

F. Recovery of Grant Funds

Grantee shall immediately return to the RDPO, unless otherwise directed by the RDPO in writing, any funds disbursed to Grantee under this Agreement that, in City's sole judgment, are spent in violation of the provisions of this Agreement upon termination or expiration of this Agreement.

G. Representations and Warranties

Grantee represents and warrants to City as follows:

1. Organization and Authority. Grantee has full power, authority, and legal right to enter into this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Grantee of this Agreement.
2. NIMS Compliance. By accepting UASI 2024 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at https://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of: any other warranties set forth in this Agreement or implied by law.

H. Universal Entity Identifier and Contract Status

Grantee shall apply for a Unique Entity Identifier (UEI) number as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at www.sam.gov.

I. Program Income

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

J. Procurement

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

1. Subcontracts.

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

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

3. **Conflict of Interest.** Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with [2 CFR 200.112](#). Conflicts of Interest must be disclosed in writing to City within five calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

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

K. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts at any time in the course of the Agreement and during the records retention period listed below.

3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later (the "Retention Period"). Consistent with [2 CFR 200.334 through 200.337](#), Grantee is required to retain the records relating to this Agreement.

L. Audits

If Grantee spends \$1,000,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of [2 CFR 200 Subpart F](#).

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

M. Lobbying

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

N. Mandatory Disclosures

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

O. Ownership

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

P. Equipment – Cooperative Use

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

Q. Equipment Tracking and Reporting Requirements

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City and the State, to treat all single items of equipment valued over \$5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using the Equipment Inventory Report (see [Exhibit G](#)), and to complete and return the report to the RDPO on or before June 30th of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in [2 CFR 200.313](#).

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

R. Amendment

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

S. Termination

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

T. Hold Harmless

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

U. Independent Contractor Status

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

V. Choice of Law

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

W. No Waiver of Claims

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

X. Modification

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

Y. Severability

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

Z. Third Party Beneficiaries

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

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

Grantee

Authorized Signature

Date

Printed Name:

Title:

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



Legal Counsel

7/31/25

Date

Printed Name: Angela Hajihashemi

Title: Assistant Legal Counsel, Office of Clackamas County Counsel

Grantee Program Contact

Name: Jamie Poole

Title: Deputy Disaster Manager

Address: 1710 Red Soils Court Suite 225

Phone: 503-278-9150

Email: jpoole@clackamas.us

Grantee Fiscal Contact

Name: Marne Anderson

Title: Grants Accountant

Phone: 503-742-5418

City of Portland Program & Fiscal Contact

Name: Mark Ferdig

Title: RDPO Managing Director

Address: 9911 SE Bush, Portland,
Oregon 97266

Phone: (971) 442-3188

Email: pbem-uasigrants@portlandoregon.gov

Agreement Number: 32003777

Contract Title: 2024 Urban Area Security Initiative for Clackamas County

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
City Administrator or designee

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Approved:

By: _____ Date: _____
Office of City Auditor

Exhibit A – Scope of Work

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

1. Clackamas Air Support Thermal Camera - Phase 2
2. Clackamas County Citizen Corps – Equipment

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Clackamas Air Support Thermal Camera - Phase 2	1.1. Conduct procurement process 1.2. Purchase equipment and take possession 1.3. Take delivery of equipment 1.4. Incorporate equipment into receiving agency administration and maintenance plans	April 30, 2027
Clackamas County Citizen Corps - Equipment	2.1 Scope the purchases 2.2 Conduct procurement process 2.3 Purchase the equipment and take possession 2.4 Incorporate equipment into receiving agency administration and maintenance plans	April 30, 2027

Performance Reports

Grantee agrees to submit on a quarterly basis Performance Reports to Project Manager by April 10th, July 10th, October 10th, and January 10th, during the term of the grant agreement. A final close-out report shall be submitted following the last previous quarterly Performance Report at the end of the grant period of performance. Performance Reports shall be provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

Grant Total Budget – All Projects

Budget Line-Item	Budget by Project	Federal Funds by Project Area
UA24-018	Clackamas Air Support Thermal Camera - Phase 2	\$250,043
UA24-010	Clackamas County Citizen Corps - Equipment	\$19,060
	Totals	\$269,103

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **\$269,103**.

Exhibit B – Federal Requirements and Certifications

Grantee, and all subrecipients, or subcontractors shall comply with the OEM and City Agreement attached as [Exhibit E](#) and all applicable federal requirements, including, but not limited to, the following:

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

- a. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d et seq);
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq);
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III);
- d. **Civil Rights Act of 1968** (18 USC § 245(b)(2));
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq); and
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794).

Services to Limited English Proficient (LEP) Persons. Grantee and any of its subrecipients or subcontractors agree to comply with the requirements Title VI of the Civil Rights Act of 1964, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

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

Whistleblower Protection. Grantee agrees to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable. Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publicly available privacy policy that describes what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies. 31 USC § 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC §§ 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. [2 CFR Part 3000](#)

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

Procurement of Recovered Materials. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and in accordance with Environmental Protection Agency guidelines at: [40 CFR Part 247](#). States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Build America, Buy America Act. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 70914 of the [Build America, Buy America Act \(BABAA\), Pub. L. No. 117-58, §§ 70901- 52](#), which requires all federal agencies to ensure that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” “Infrastructure” Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901- 52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. The required self-certification form is attached as Exhibit B Attachment C.

Exhibit B – Federal Requirements and Certification

Attachment A – Debarment Certification

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

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

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

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

Signature _____

Name _____

Title _____

Organization _____

Date _____

Exhibit B – Federal Requirements and Certification

Attachment B – Lobbying Certification

AA.CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date

Exhibit B – Federal Requirements and Certification

Attachment C – Sample Language for Required Contract Provision and Self-Certification for Build America, Buy America Act (BABAA)

Applicability

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived. For additional information on types of BABAA waivers, please refer to FEMA's website at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](https://www.fema.gov/buy-america-preference-in-fema-financial-assistance-programs-for-infrastructure).

Suggested Language

The following provides a sample contract provision:

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

Required Self-Certification

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) _____ that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured

product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date

Exhibit C – Information Required by 2 CFR 200.332

1. Federal Award Identification:

- (i) Subrecipient name (which must match the name associated with its unique entity identifier): Clackamas County
- (ii) Subrecipient's Unique Entity Identifier (SAM): X8YVLH4AUKA7
- (iii) Federal Award Identification Number (FAIN): EMW-2024-SS-05129
- (iv) Federal Award Date: August 19, 2024
- (v) Subaward Period of Performance: July 1, 2025 through April 30, 2027
- (vi) Subaward Budget Period Start and End Date: July 1, 2025 through April 30, 2027
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$269,103
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including this Agreement: \$269,103
- (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$269,103
- (x) Federal award project description: The Urban Area Security Initiative Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - a) Federal awarding agency: Department of Homeland Security, Federal Emergency Management Agency
 - b) Pass-through entity: Oregon Department of Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
 - c) Awarding official: Shad Ahmed, Director, Portland Bureau of Emergency Management, 9911 SE Bush, Portland Oregon 97266
- (xii) Assistance Listings number and Title: 97.067, Homeland Security Grant Program Amount: \$7,773,478
- (xiii) Is Award Research & Development? No
- (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

Exhibit D – Request for Reimbursement (RFR)

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

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

Approver Name & Signature

Date Approved

Exhibit D – Request for Reimbursement (RFR)

The following is required documentation for the respective expense categories. Please check applicable boxes if included.

1. Personnel – includes payroll and associated costs

- ☐ Payroll reports that show exclusion of unallowed payroll expenses (e.g. TriMet Tax)
- ☐ Manager-approved timesheets that correspond with payroll reports included above
- ☐ Other relevant receipts and invoices
- ☐ SAM exclusion printout (www.sam.gov) for any payments to vendor or third party
- ☐ Proof of payment

2. Travel – PLEASE NOTE: UASI funds may not be used for gratuities

- ☐ Travel Authorization/Approval documentation, as required by Project Manager's jurisdiction
- ☐ Airfare receipts
- ☐ Lodging receipts and screenprint of GSA website confirming nightly rate is within GSA allowance
 - If receipt does not include nightly rate, please include nightly rate calculation
- ☐ Per Diem payment receipt/report and screenprint of GSA website confirming per diem is within GSA allowance
 - If receipt does not include per diem rate, please include rate calculation
 - Food and beverage provided during an event must be deducted from per diem allowance.
- ☐ Mileage calculations that include google maps showing the total miles traveled and reason for mileage
- ☐ Event registration confirmation
- ☐ Event agenda
- ☐ Receipts for eligible non-meal expenses
- ☐ SAM exclusion printout (www.sam.gov) for any payments to vendor or third party
- ☐ Proof of payment

3. Supplies and Equipment

- ☐ Quotes
- ☐ Solicitations (Request for proposals, invitation to bid and responses, proposals, bids, etc.)
 - This must be included if contract has value of more than \$100,000
- ☐ Copy of contract, agreement and/or PO
- ☐ Vendor invoice approved for payment by authorized individual
- ☐ SAM exclusion printout (www.sam.gov) for any payments to vendor or third party
- ☐ Proof of payment

4. Contractor Payments

- ☐ Quotes
- ☐ Solicitations (Request for proposals, invitation to bid and responses, proposals, bids, etc.)
 - This must be included if contract has value of more than \$100,000
- ☐ Copy of contract, agreement and/or PO
- ☐ Contractor invoice approved for payment by authorized individual
- ☐ SAM exclusion printout (www.sam.gov)
- ☐ Proof of payment

5. Participant Support Costs

- ☐ Copy of Participant Support Cost policy of Project Manager's jurisdiction
- ☐ Other documentation as described in relevant expense categories above

6. Event – Training, conference or other event hosted with UASI funds

- ☐ Registration information
- ☐ Sign-in roster
- ☐ Food/beverage receipt and screenprint of GSA website confirming meal is within GSA allowance
 - Food may be provided at UASI-funded events if the meal takes place during the event. If you break for meals, you may not provide food.
- ☐ Other documentation as described in relevant expense categories above

Exhibit D – Request for Reimbursement (RFR)

Please note that expenses and expense categories were approved based on the application and budget that was submitted in the UASI 2024 pipeline application. Unless amended through proper channels of authority, projects shall adhere to the expenses, expense categories, and amounts outlined in the approved application.

Exhibit E – OEM and City UASI 2024 grant award

See next page

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT
GRANT AGREEMENT**

Project Name: City of Portland – Urban Area Security Initiative Program

Grant Number: 24-170

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and City of Portland (“Subrecipient”) for the project referred to above and described in Exhibit A (“Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law. Notwithstanding the effective date of this agreement, Project activities may begin on October 1, 2024, the date of the Notice of Intent to Award letter to Subrecipient.

This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A Project Description and Budget
- Exhibit B Reserved
- Exhibit C Federal Requirements and Certifications
- Exhibit D Reserved
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying

Pursuant to Oregon Laws 2022, Chapter 55 Section 3 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Homeland Security Grant Program (“HSPG” or “Program”).

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$3,390,091.

Period of Performance: October 1, 2024 through June 30, 2027

SECTION 2 - GRANT

OEM shall provide Subrecipient, and Subrecipient shall accept from OEM, a HSGP grant (the “Grant”) not to exceed \$3,390,091 in Grant Funds for eligible costs (the “Grant Funds”). If applicable, Subrecipient shall provide matching funds for all project costs as described in Exhibit A.

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Subrecipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

Subrecipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Grant Funds shall be disbursed to Subrecipient on an expense reimbursement or costs-incurred basis.

B. Disbursement Requirements.

- (1) Subrecipient must submit each disbursement request for eligible Project Costs on a Request for Reimbursement form ("RFR"), provided by OEM.
- (2) Subrecipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly or quarterly during the term of this Agreement. The final RFR must be submitted no later than 30 days following the end of the Period of Performance ("RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
- (3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- (4) 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 dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- (5) Reimbursements will only be made for actual expenses incurred during the Period of Performance. Subrecipient agrees that no grant may be used for expenses incurred before or after the Period of Performance.
- (6) Subrecipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the HSGP guidance and application materials, including without limitation the Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at:

HSGP: <https://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>

C. Financing Availability. Subrecipient must incur eligible costs under this Agreement on or before the Period of Performance Deadline. Subrecipient's right to request disbursements for eligible costs under this Agreement terminates 30 days following the end of the RFR Deadline.

D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met:

- (1) OEM (a) has received a completed RFR on an OEM provided form, (b) has received an accounting of how all prior disbursements have been expended, including written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OEM may require, (c) is satisfied that all items listed in the RFR are reasonable, and (d) has determined that the disbursement is only for eligible costs that are in accordance with Exhibit A Project Description and Project Budget.
- (2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.

- (3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Subrecipient.
- (4) All other conditions precedent under this Agreement are met.
- (5) There is no Event of Default by Subrecipient.

SECTION 4 - USE OF GRANT

- A. Eligible Use. Subrecipient's use of the Grant funds is limited to those expenses that are both reasonable and necessary to complete the Project and that are in accordance with Exhibit A Project Description and Budget.
- B. Ineligible Use. Subrecipient shall not use the Grant funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- C. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the Grant funds, that is not used according to this Agreement and approved by OEM or that remain unexpended after the earlier of the Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to OEM the proportionate Federal share, as defined in Exhibit E, of all project funds recovered in excess of costs of litigation.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

- A. Existence and Power. Subrecipient represents and warrants to OEM that Subrecipient is a local and tribal units of government. "Local unit of government" means "any county, city, village, town, district, borough, parish, port authority, transit authority, intercity rail provider, commuter rail system, freight rail provider, water district, regional planning commission, council of government, Indian tribe with jurisdiction over Indian country, authorized Tribal organization, independent authority, special district, or other political subdivision of Oregon., and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Subrecipient of this Agreement: (a) have been duly authorized by all necessary action of Subrecipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; 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 Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected.

- C. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Subrecipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- 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 Subrecipient of this Agreement.
- E. Misleading Statements. The Subrecipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Subrecipient to OEM. The information contained in this Agreement is true and accurate in all respects.
- F. Debarment or Suspension. Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify OEM immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crime.
- G. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- H. NIMS Compliance. By accepting funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at [Oregon Department of Emergency Management : National Incident Management System \(NIMS\) : Plans and Assessments : State of Oregon](#). The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law. Subrecipient agrees to complete the annual OEM NIMS Assessment.

SECTION 6 - COVENANTS OF SUBRECIPIENT

The Subrecipient covenants as follows:

- A. Period of Performance Deadline. Subrecipient shall complete the Project by the Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.
- B. Reporting Requirements. Subrecipient shall submit periodic reports to OEM. The reports shall consist of the following:
 - 1) Performance Reports.
 - a) Subrecipient shall submit Programmatic Performance Reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the Fiscal Year 24.

- b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
- c) Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

2) Financial Reports

- a) Subrecipient shall submit financial reports, using a form provided by OEM, on the amount of Grant Funds used towards completion of the Project, as established in Exhibit A of this agreement.
- b) Financial reports are due to OEM on or before the 30th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c) Subrecipient may request from OEM prior written approval to extend a fiscal report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

3) Close-Out Report.

- a) Subrecipient shall submit a final close-out report, using forms provided by OEM, for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
- b) Failure of Subrecipient 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, termination of this Agreement, or both.

C. Subrecipient Procurements.

- (1) Sub Agreements. Subrecipient may enter into agreements (hereafter “sub agreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including but not limited to the Build America, Buy America Act (BABAA) 2 CFR Part 184, ORS chapters 279A, 279B, 279C), and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$25,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.
 - a. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 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. Interagency agreements between units of government are excluded from this provision.

- c. Subrecipient 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, 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.
 - d. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - e. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- (2) Purchases and Management of Property and Equipment: Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- a. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - b. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Assistance Listing Number (ALN) (formally CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - c. For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).
 - d. A physical inventory of the property and equipment must be taken, and the results reconciled with the property and equipment records at least once every two years.

- e. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- f. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- g. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- h. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- i. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- j. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the HSGP.

D. Compliance with Laws. Subrecipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Specifically, Subrecipient acknowledges and agrees to follow constitutional Equal Protection requirements. Subrecipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) as described in Exhibit A and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

E. Notice of Adverse Change. The Subrecipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Subrecipient, or the Project related to the ability of Subrecipient to perform all obligations required by this Agreement.

F. Notice of Event of Default. The Subrecipient shall give OEM prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Subrecipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Subrecipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- H. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OEM encourages Subrecipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Inspections; Information. The Subrecipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Subrecipient shall supply any related reports and information as OEM may reasonably require.
- J. Records, Access to Records and Facilities. Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon ("Secretary"), and their duly authorized representatives shall have access to the books, documents, papers, and records of Subrecipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General

(OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

- K. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Subrecipient shall retain the books, documents, papers and records until the issues are resolved.
- L. [Reserved]
- M. Continued Tax Compliance. Subrecipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Subrecipient, including but not limited to 1099 Requirements and tax reporting requirements. Subrecipient is advised to consult with their own tax advisor or legal counsel.
- N. Tax Notice to Beneficiaries. Subrecipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.
- O. Federal Audit Requirements. The Grant is federal financial assistance, and the Assistance Listing Number (ALN) (formerly CFDA) number and title is “97.067 Homeland Security Grant Program.” Subrecipient is a sub-Subrecipient.
 - (1) If Subrecipient receives federal funds in excess of \$1,000,000 in the Subrecipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at its own expense submit to OEM a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OEM the annual audit of any Subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$1,000,000 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 funds received under this Contract.
 - (3) Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. **Misleading Statement.** Any material false or misleading representation is made by or on behalf of Subrecipient, in this Agreement or in any document provided by Subrecipient related to this Grant or the Project.
- B. The Subrecipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Subrecipient by OEM. OEM may agree in writing to an extension of time if it determines Subrecipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Subrecipient shall pay the amount upon OEM’s demand. OEM may also recover all or a portion of any amount due from Subrecipient by deducting that amount from any payment due to Subrecipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OEM defaults on any obligation in this Agreement, Subrecipient’s remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, OEM may terminate this Agreement with notice to Subrecipient under any of the following circumstances:

- A. Termination by OEM.
 - (1) The Oregon Department of Administrative Services notifies OEM of an anticipated shortfall in applicable revenues or OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;
 - (3) Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal;
 - (4) The Project would not produce results commensurate with the further expenditure of funds;

- (5) Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or
- (6) OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- B. Termination by Subrecipient. Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - (1) The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - (2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.
- E. Effect of Termination. In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.
- F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 4.C and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OEM to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will 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.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Subrecipient or OEM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the Subrecipient's email system that the notice has been received by the Subrecipient's email system or 2) the Subrecipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OEM: Preparedness Manager
 Oregon Department of Emergency Management
 3930 Fairview Industrial Drive SE
 Salem OR 97302

If to Subrecipient: Managing Director, Regional Disaster Preparedness Organization
 City of Portland
 9911 SE Bush Street
 Portland, OR 97266-2562

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

- I. No Third-Party Beneficiaries. OEM and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.
- K. Time is of the Essence. Subrecipient agrees that time is of the essence under this Agreement.
- L. Public Records. OEM's obligations under this Agreement are subject to the Oregon Public Records Laws.
- M. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 6.C.
- N. Duplicate Payment. Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- O. Independent Contractor. Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- P. Insurance; Workers' Compensation. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its Subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

Signature page follows.

The Subrecipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Department of Emergency Management

By: **Alaina Mayfield** Digitally signed by Alaina Mayfield
Date: 2025.05.28 11:47:04 -07'00'
Alaina Mayfield, Preparedness Section
Manager

Date: _____



CITY OF PORTLAND

Signed by:
Michael Jordan
57B2178A55704C7
Michael Jordan, Chief Administrator

Date: 5/22/2025
Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

[[DOJ Attorney], [Senior] Assistant Attorney General

APPROVED AS TO FORM:

Signed by:
Scott Schneider
D1180A032CC241A

Office of the City Attorney

EXHIBIT A - PROJECT DESCRIPTION AND PROJECT BUDGET

Subrecipient's Project Summary:

This grant funds the Portland UASI Program staffed by the Portland Bureau of Emergency Management's Regional Disaster Preparedness Organization to meet their obligations under the FEMA award EMW-2024-SS-05129 consistent with projects and budgets submitted to OEM and FEMA in the Bi-Annual Strategy Implementation Report.

Line Item Activity	Federal Funds	Sub-category Funds
Planning	\$1,246,125	
Equipment	\$1,077,628	
Training	\$196,064	
M&A	\$167,536.00	
<i>M&A- Personnel</i>		\$106,427.30
<i>M&A- Fringe Benefits</i>		\$61,108.69
<i>M&A- Other</i>		\$3,000
Organization	\$1,129,514	
<i>UASI Program- Personnel</i>		\$682,410.52
<i>UASI Program- Fringe Benefits</i>		\$417,288.72
<i>UASI Program- Travel</i>		\$8,400
<i>UASI Program- Supplies</i>		\$14,673.75
<i>UASI Program- Other</i>		\$6,741
Organization - Oregon Titan Fusion Center	\$195,459	
<i>OEM M&A</i>		(\$3,000)
<i>Election Security – Washington County (24-171)</i>		(\$17,637)
Total	3,390,091	

Funding Holds

There is an Environmental and Historical Preservation (EHP) funding hold in the amount of \$210,030 for the Clackamas County Elections Security/Clerk Staff and Voter Safety project funded through this grant. OEM will notify The City of Portland when FEMA has completed and approved the project, and the hold has been lifted.

EXHIBIT B – RESERVED

EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

[Reserved]

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C.

§§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13

Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable

under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.

Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on

Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32

[Reserved]

Article 33

[Reserved]

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

[Reserved]

Article 45

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section

200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

[Reserved]

Article 47

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

EXHIBIT D – RESERVED

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Portland
- (ii) Subrecipient's Unique Entity Identifier (SAM): CKESW99VJ5X7
- (iii) Federal Award Identification Number (FAIN): EMW-2024-SS-05129
- (iv) Federal Award Date: August 19, 2024
- (v) Sub-award Period of Performance Start and End Date: October 1, 2024 through June 30, 2027
- (vi) Sub-award budget period start and end dates: October 1, 2024 through June 30, 2027
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$3,390,091
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$3,390,091
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$3,390,091
- (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Portland UASI
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director – Oregon Department of Emergency Management, 3930 Fairview Industrial Drive SE, Salem, OR 97302
- (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 97.067 Homeland Security Grant Program,
Amount: \$7,773,478
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: N/A

EXHIBIT F - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signed	<div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;"> <small>Signed by:</small>  <small>57B2178A55704C7...</small> </div>
Title	<div style="border-bottom: 1px solid black; display: inline-block;">City Administrator</div>
Date	<div style="border-bottom: 1px solid black; display: inline-block;">5/22/2025</div>

Exhibit F – Equipment Receipt, Transfer, or Disposition Form

[Link to Equipment Report Form](#) (Receipt, Transfer, or Disposition)

Exhibit G – Equipment Inventory Report

	Point of Contact Name	Phone and Email	Asset Tag # (assigned by Subrecipient)	Asset Description	Serial #	Source of funding (UASI grant year including FAIN) and percentage	Condition Code (see list on instructions pages)	Location of Asset (address)	Asset Cost	Date Acquired	Transfer Status	Transferred to (agency and location)	Disposition Status including date and sale price, if applicable
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