

**Daniel Nibouar**

Director

Disaster Management
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December 4, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Subrecipient Grant Agreement with the City of Portland for additional air support thermal camera features on the Sheriff's Office's airplane. Amendment Value is \$19,955 for 1 month. Total Agreement Value is \$373,787 for 2 years. Funding is through the City of Portland.
No County General Funds are involved.

Previous Board Action/Review	1. Gary Schmidt had approved original agreement and amendment #1 which was within his signature authority. 2. Amendment #2 was approved by the Board on December 5, 2024, because the amendment exceeded Administrator Schmidt's signature authority. 3. Amendment #3 was approved by the Board on September 4, 2025.		
Performance Clackamas	1. Safe, Secure and Livable Communities.		
Counsel Review	11/17/25 AH	Procurement Review	N/A
Contact Person	Jamie Poole, Deputy Disaster Manager	Contact Phone	503-278-9150

EXECUTIVE SUMMARY:

Clackamas County is a part of the Portland Urban Area Security Initiative (UASI) region. By being a part of the UASI region Clackamas County is able to apply for UASI grant funds to support the county's readiness to prevent, plan, and respond to acts of terrorism and other disasters. Clackamas County was awarded six projects for the FY23 UASI grant: Clackamas Air Unit Augmented Reality Mapping \$41,500; Training for Clackamas County Citizen Corps programs \$3,500; Clackamas County Election Security \$32,000; Citizen Corps Equipment \$53,832; Clackamas Air Support Thermal Camera, Phase 1 \$223,000; and Election Staff and Voter Safety Security, Phase 1 \$68,000. The Election Staff and Voter Safety Security, Phase 1 project was removed by amendment #3, allowing the reallocation of those funds to other projects in the region.

Amendment #4 adds \$19,955 to the Clackamas Air Support Thermal Camera project to add video streaming and navigation equipment, and the installation of equipment. The amendment also extends the period of performance by a month to May 1, 2026.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the UASI 23 Grant Agreement Amendment #4.

Respectfully submitted,

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

Daniel Nibouar, Director

For Filing Use Only

AMENDMENT NUMBER 4
to
SUBRECIPIENT AGREEMENT NUMBER 32003375
for
Clackamas County

2023 Urban Area Security Initiative



This Amendment Number 4 amends Subrecipient Agreement Number 32003375 dated April 1, 2024, by and between Clackamas County ("Grantee") and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a "Party" or collectively as the "Parties".

The Effective Date of this Amendment is November 1, 2025. The purpose of this Amendment is to add funds, add new language, and extend the end date of the Agreement.

The Subrecipient Agreement was previously amended as follows:

Amendment 1, dated June 20, 2024, amended the not-to-exceed amount of \$77,000 was increased by \$53,832 to a new total not-to-exceed amount of \$130,832.

Amendment 2, dated November 1, 2024, added two projects (Clackamas Air Support Thermal Camera–Phase 1 and Clackamas County Election Staff and Voter Safety Security–Phase 1 and increased by \$291,000 to a new total not-to-exceed amount of \$421,832.

Amendment 3, dated November 24, 2025, removed Clackamas County Election Staff and Voter Safety Security–Phase 1 project and decreased the new total not-to-exceed amount to \$353,832.

The Parties agree to Amend the Subrecipient Agreement as follows:

1. The Subrecipient Agreement not-to-exceed amount of \$353,832 is increased by \$19,955 to a new total not-to-exceed amount of **\$373,787**.
2. The following new language is added to the end of the first paragraph of the Subrecipient Agreement: **"Nothing herein will be construed as violating applicable federal law as interpreted by the courts, including but not limited to race- or gender-based goals or aspirational goals, onsite workforce affirmative action requirements, and other race- or gender-based preferences set forth in the Grant Documents. To the extent any preferences in the Grant Documents are determined to be contrary to**

applicable federal law as interpreted by the courts, such preferences will be deemed unenforceable.”

3. The Term is extended from March 31, 2026 to **May 1, 2026**, unless terminated sooner under the provisions of the UASI '23 Subrecipient Agreement.
4. The Agreement is amended as follows. New language is in **BOLD** and deleted language is in ~~strike~~through.

D. Compensation

The total Agreement amount is **\$373,787** ~~\$353,832~~. Funds may only be used for the specific budget line items they were awarded. See Exhibit A for detail.

E. Reimbursement

City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed **\$373,787** ~~\$353,832~~. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in Exhibit E. RFRs shall be submitted bimonthly on or before 30 days following the end of the bimonthly billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if the Performance Reports described in Exhibit A are not submitted by the dates.

5. Exhibit A – Scope of work is replaced and updated per new Exhibit A-4 attached to and incorporated by reference. New language is in **BOLD** and deleted language is in ~~strike~~through.
6. Exhibit C - Information required by 2 CFR 200.332 is replaced and updated per new Exhibit C-4 attached to and incorporated by reference. New language is in **BOLD** and deleted language is in ~~strike~~through.

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

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

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

GRANTEE

Authorized Signature

Date

Name:

Title:

Organization:

Address:

Phone:

Email:

Agreement Number: 32003375

Amendment Number: 4

Agreement Title: 2023 Urban Area Security Initiative

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-4 A-3 – Scope of Work

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

1. Clackamas Air Unit Augmented Reality Mapping
2. Clackamas Co. Citizen Corps Training
3. Clackamas Co. Elections Security
4. Clackamas Co. Citizen Corps Equipment
5. Clackamas Air Support Thermal Camera – Phase 1

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
Clackamas Air Unit Augmented Reality Mapping	<ol style="list-style-type: none">1. Order an aerial Augmented Reality Mapping System (ARS)2. Take Delivery of the ARS	May 1, 2026 March 31, 2026
Clackamas Co. Citizen Corps Training	<ol style="list-style-type: none">1. Conduct CERT Training2. CERT Leader attendance at 2024 National CERT Conference	May 1, 2026 March 31, 2026
Clackamas Co. Elections Security	<ol style="list-style-type: none">1. Purchase materials and build a temporary structure.2. Physical security barrier upgrades.3. Upgrade technical hardware.4. Procure locking mobile units.5. Procure monitors.6. Procure containers to secure ballots.	May 1, 2026 March 31, 2026
Clackamas Co. Citizen Corps Equipment	<ol style="list-style-type: none">1. Scope the purchases2. Conduct procurement process3. Purchase the equipment and take possession4. Incorporate equipment into receiving agency administration and maintenance plans	May 1, 2026 March 31, 2026
Clackamas Air Support Thermal Camera – Phase 1	<ol style="list-style-type: none">1. Conduct procurement process2. Purchase equipment3. Take delivery of equipment	May 1, 2026 March 31, 2026

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. 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
UA23-017	Clackamas Air Unit Augmented Reality Mapping	\$41,500
UA23-023	Training-Clackamas Co. Citizen Corps Training	\$3,500
UA23-031	Clackamas Co. Election Security	\$32,000
UA23-024	Clackamas Co. Citizen Corps Equipment	\$53,832
UA23-039	Clackamas Air Support Thermal Camera – Phase 1	\$242,955 \$223,000
	Totals	\$373,787 \$353,832

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **\$373,787** ~~\$353,832~~.

Exhibit C-4 C-3 – 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: NVWKAVB8JND6
- (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004-S01
- (iv) Federal Award Date: September 1, 2023
- (v) Subaward Period of Performance: Agreement Effective Date through **May 1, 2026** ~~March 31, 2026~~
- (vi) Subaward Budget Period Start and End Date: Agreement Effective Date through **May 1, 2026** ~~March 31, 2026~~
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$373,787** ~~\$353,832~~
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including this Agreement: **\$373,787** ~~\$353,832~~
- (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: **\$373,787** ~~\$353,832~~
- (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: \$8,647,500
- (xiii) Is Award Research & Development? No
- (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%