

## **RESOLUTION NO.2131**

### **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR OREGON MILITARY DEPARTMENT – OFFICE OF EMERGENCY MANAGEMENT – STATE HOMELAND SECURITY GRANT PROGRAM FUNDS.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale Police Department has been awarded grant funds, through Multnomah County, from the Oregon Military Department's Office of Emergency Management (OEM) State Homeland Security Grant Program for communication equipment.
2. The City of Troutdale must enter into an Intergovernmental Agreement (IGA) with Multnomah County to receive the communication equipment paid for by the grant funds.
3. The City of Troutdale will benefit as the grant funded equipment will replace and enhance obsolete communications equipment,

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:**

Section 1. The Mayor is authorized to execute the Intergovernmental Agreement with Multnomah County substantially in accordance with the IGA attached as an Exhibit to the staff report.

Section 2. This Resolution shall take effect upon adoption.

**YEAS: 6**  
**NAYS: 0**  
**ABSTAINED: 0**

Mayor Jim Kight  
Mayor Jim Kight  
November 23, 2011  
Date

Debbie Stickney  
Debbie Stickney, City Recorder

Adopted: November 22, 2011

**INTERGOVERNMENTAL AGREEMENT  
MULTNOMAH COUNTY CONTRACT NUMBER 4600008829  
Between**

**MULTNOMAH COUNTY**

**And**

**CITY OF TROUTDALE**

THIS AGREEMENT is entered into this 1 day of October, 2011, by and between Multnomah County, hereafter referred to as "County" and City of Troutdale, hereafter referred to as "Subgrantee."

**I. COMMITMENT OF GRANT FUNDS**

County hereby commits \$28,000. (\$13,000 for Information Technology and \$15,000 for Inoperable Communications Equipment) in Oregon Military Department - Office of Emergency Management (OEM) - State Homeland Security Grant Program 10-292 (CFDA #97.073) funds for the purchase of Equipment as specified in **Attachment A**.

**II. GENERAL CONDITIONS:**

**A. County shall:**

1. Assign the authority to procure authorized Equipment on behalf of Subgrantee to Multnomah County Sheriff's Office, Gwen Tyler, Procurement Analyst.
2. Allow Subgrantee access to appropriate County internal service providers for any related installation or functionality modifications of related Equipment as required by County.
3. Transfer ownership of the Equipment purchased with OEM Program funds to Subgrantee at no cost. Subgrantee will comply with OEM directives regarding the transfer of assets.
4. Transfer the ownership of the Equipment free of any encumbrances or any outstanding written or verbal agreements with any individual or organization.
5. Provide all copies of the applicable documents, asset tags, warranties, and agreements.

**B. Subgrantee responsibilities:**

1. **Compliance with Grant Purpose.** Subgrantee agrees to all terms and conditions of the original Oregon Military Department - Office of Emergency Management (OEM) - State Homeland Security Grant Program 10-292 (CFDA #97.073) award (**Attachment A**) and ensures that the Equipment continues to be used for the original purpose, as described in, **Attachment B** for at least five years from the date of this agreement ["Grant Period"].
2. **Procurement.** SUBGRANTEE shall coordinate all related equipment procurement activities through Multnomah County Sheriff's Office (MCSO) and total cost of procurement including grant-eligible installation and related charges shall not exceed the budgeted amount indicated for the Subgrantee in **Attachment C**. MCSO procurement contact:

**Gwen Tyler, Procurement Analyst  
MCSO  
Phone: (503) 988-4416, Ext. 84416  
FAX: (503) 988-4417**

3. **Insurance.**
  - a. SUBGRANTEE shall maintain with responsible insurance carriers –
    - 1) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties and equipment are usually insured by others operating properties of similar character; and
    - 2) Adequate insurance against liability on account of damage to persons or property.
  - b. During the Grant Period, Subgrantee shall –
    - 1) Maintain this insurance; and
    - 2) Furnish any evidence with respect to its insurance that County may require.
4. **Equipment Tracking.** Subgrantee shall maintain a complete and current inventory tracking system for all grant funded Equipment. Tracking system must contain (at a minimum) the following headings:
  - a. Description of property
  - b. Serial number
  - c. Source of property (CFDA# 97.073)
  - d. Who holds title (vehicles only)
  - e. Acquisition date
  - f. Cost of property
  - g. Percentage of federal participation (100%)
  - h. Location of equipment or to whom assigned
  - i. Use and condition of property
  - j. Final disposition date (destroyed, transferred, sold, etc.)
5. **Equipment Tagging.** Subgrantee shall ensure that all Equipment funded through this agreement have a fixed asset tag generated by the WASP Mobile Asset Bar coding system. The tag shall be provided by the County and shall at a minimum reflect:
  - a. The year of the specific grant
  - b. The type of grant
  - c. The phrase "Purchased with Funds Provided by US Department of Homeland Security"
  - d. The bar code shall be affixed to each piece of equipment. If based on size, configuration, or type of material the bar code would otherwise not be readable or stay affixed, then the bar code shall still be provided and must be maintained in a separate file for inspection and accountability.
6. **Equipment Inventory.** All Equipment funded through this agreement must undergo an annual physical inventory. A copy of the signed final inventory must be maintained and available for inspection upon request.
7. **Transactions Involving Property.** Subgrantee shall not sell, exchange, lease or otherwise dispose of the Equipment, or permit any lien or levy to attach to it, or grant a security interest in it, or allow a financing statement to be filed with reference to it, without prior written approval from County.
8. **Property management and control.** Subgrantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation, control of and accountability for all grant funded Equipment, so as to assure its full availability and usefulness for the Grant period. Subgrantee further agrees to take all reasonable steps to comply with all directions or instructions which County may prescribe regarding the management and control of the Equipment.

9. **Reimbursement after loss.** In the event Subgrantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Equipment, it shall use the proceeds to repair, renovate, or replace the Equipment involved or shall otherwise reimburse County, as directed by County. Upon the request of County, Subgrantee shall furnish to the County all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of County) in obtaining recovery
10. **County Notification.** Subgrantee agrees that in the event that the use of the Equipment ceases or that Subgrantee no longer requires use of the property, the County shall be notified so that written permission can be obtained from OEM to transfer or dispose of equipment in accordance with CFR 13.36.
11. **Disposition of County property.**
- a. During the period of performance of this Agreement, Subgrantee shall promptly and regularly report to County, in such form and manner as the County may direct, concerning the status of the Equipment. Subgrantee shall make such disposition of the Equipment as County may direct. Subgrantee shall in no way be relieved of responsibility for the Equipment without the prior written approval of the County.
  - b. Upon completion, expiration, or termination of this Agreement, or at such earlier date as may be fixed by the County, Subgrantee shall render an accounting, as prescribed by the County, of the Equipment which had come into the possession or custody of Subgrantee under this Agreement. Such accounting shall include inventory schedules covering all items of Equipment not consumed during the Grant period, or not theretofore delivered to the County, or for which Subgrantee has not otherwise been relieved of responsibility. Subgrantee shall deliver or make such other disposition of the Equipment covered in such inventory schedules as the County may direct.
  - c. Prior to the final disposal of any federally funded grant property or equipment, Subgrantee shall:
    - 1) Perform an inventory of all property and equipment that has been turned-in and or deemed surplus.
    - 2) Contact the County so that written permission can be obtained from OEM to dispose of the surplus property. This documentation shall be maintained for no less than five (5) years by Subgrantee.
    - 3) Once permission has been received, the property will be separated as to condition and use. Equipment that is deemed still useable shall be offered to other County and/or Portland Urban Area Security Initiative (UASI) partners for continued use. Property and equipment that has been deemed no longer "serviceable" shall be disposed according to County Administrative procedures, FIN-13.
    - 4) If property and or equipment is transferred to another County or UASI partner, a written memorandum shall be prepared listing the equipment, serial numbers, models numbers, etc., and the name of the receiving agency and agent. Upon the actual transfer of the property/equipment, both agency representatives shall sign the transaction memorandum and the property shall then become the responsibility of the receiving agency and so noted in the Subgrantee grant files.
    - 5) If after attempts to transfer property/equipment and other equipment is still remaining, then it shall be disposed of in accordance with County policy.
12. **Changes in Use.** Subgrantee shall inform the County of any changes in the use of the Equipment within 30 days.
13. **Indemnification.** Subgrantee agrees to hold Multnomah County, State of Oregon Department of Emergency Management (OEM) and the United States harmless from any and

all liability which may arise out of their possession or use of the Equipment transferred under this agreement.

14. **Maintenance of records.** Subgrantee agrees to retain all records for at least five (5) years after the grant closeout or the resolution of all audit findings or final disposal of equipment.
15. **Access to Equipment and records.** Subgrantee agrees to allow Multnomah County, State of Oregon Department of Emergency Management (OEM) and the Office of the Inspector General or their designated representatives access to all Equipment and records for review, monitoring and audit during normal business hours.
16. **Civil Rights Compliance.** Subgrantee agrees to abide with all Civil Rights laws and not to discriminate against any persons on the basis of sex, race, disability, familial status, religion, color, creed, national origin or ancestry.

**C. THE PARTIES MUTUALLY AGREE THAT:**

1. This Agreement may be amended from time to time by mutual written consent of the parties and approval of the respective governing bodies.
2. Upon a material breach of this Agreement, it may be terminated upon thirty (30) days written notice directed to the other and the failure of the breaching party to correct any breach during that time.
3. All correspondence and notices regarding this Agreement shall be in writing addressed to the following:

David Houghton, Director  
Multnomah County, Office of Emergency Management  
501 SE Hawthorne Blvd., Suite 400  
Portland, OR 97214

IN WITNESS WHEREOF this instrument has been executed on the date under each signature.

City of Troutdale

  
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Multnomah County, Office of Emergency Management

  
\_\_\_\_\_  
David Houghton, Director, Multnomah County Office of Emergency Management

this 26<sup>th</sup> day of September, 2014

Attachments:

- A: Grant Award and Conditions, Grant No. 10-292
- B: Project Description, Grant No. 10-292
- C: Line Item Budget, Grant No. 10-292

Subgrantee Copy

OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY GRANT PROGRAM -- CFDA # 97.073

*GRANT AWARD CONDITIONS AND CERTIFICATIONS*

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PROGRAM NAME:	Project 2: Interoperable Communications	GRANT NO:	# 10-292
SUBGRANTEE:	Multnomah County Emergency Management	FEDERAL AWARD:	\$140,955
ADDRESS:	501 SE Hawthorne, Suite 400 Portland, OR 97214	AWARD PERIOD:	1/1/11 thru 12/31/12
PROGRAM CONTACT:	Dave Houghton david.b.houghton@multco.us	TELEPHONE:	(503) 988-4580
FISCAL CONTACT:	Alice Street alice.l.street@multco.us	TELEPHONE:	(503) 988-3312 x 22781

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BUDGET

Equipment	
Information Technology	\$85,275
Interoperable Communications	\$55,680
Total	<u>\$140,955</u>

## GRANT AWARD AGREEMENT AND PROVISIONS

### I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2010 State Homeland Security Program.
- D. Merger Clause/ Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgement. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.

## TERMS AND CONDITIONS

### II. Conditions of Award

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- F. By accepting FY 2010 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements, including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
  - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - c. Audit Requirements. OMB Circular A-133.
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. The Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. 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.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed

procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

4. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
  - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
  - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
  - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program.

J. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2010 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program guidelines.

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

1. Performance Reports.

The Subgrantee agrees to submit performance reports 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 FY 2010 Homeland Security Grant Program and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

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

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of the grant agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.
  - b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
  - c. 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.
  - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before January 1, 2011 or after December 31, 2012.
  - e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

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

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

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

M. Copyright and Patents.

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

N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an Inconvenient forum.

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

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

Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section III (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section III.L (Indemnification).

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

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

### III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* ([http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr18\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13; 2 CFR Part 215.
  2. Cost Principles set forth in 2 CFR Part 225; Part 230; and Federal Acquisition Regulation (FAR) Part 31.2.
  3. Audit Requirements set forth in OMB Circular A-133.
  4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
  5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
    - a. Nondiscrimination Regulation 44 CFR Part 7;
    - b. Title II of the Americans with Disabilities Act (ADA) of 1990;In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
  2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this agreement. The Subgrantee must maintain a current copy on file.
  3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

**B. Environmental and Historic Preservation.**

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act,
  - b. National Historic Preservation Act,
  - c. Endangered Species Act, and
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

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

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
  - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/44cfr1\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr1_08.html).

**G. Classified National Security Information.** No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

**H. Human Trafficking.** The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

#### IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program recipient for any of the following reasons:

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

#### V. Termination of Agreement

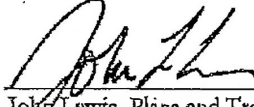
OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

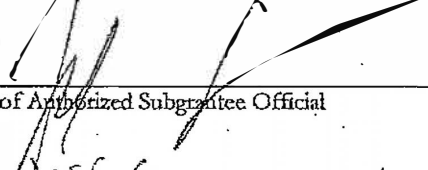
- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source

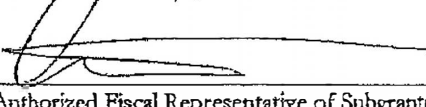
VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

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

  
 \_\_\_\_\_  
 John Lewis, Plans and Training Section Director  
 Oregon Military Department  
 Office of Emergency Management  
 PO Box 14370  
 Salem, OR 97309-5062  
 10 MAR 2011  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Authorized Subgrantee Official  
 3/3/2011  
 \_\_\_\_\_  
 Date  
 Jeff Gogan Multnomah County Clerk  
 \_\_\_\_\_  
 Name/Title

  
 \_\_\_\_\_  
 Signature of Authorized Fiscal Representative of Subgrantee Agency  
 3/2/11  
 \_\_\_\_\_  
 Date  
 Dave Houghton Multnomah County EMI Director  
 \_\_\_\_\_  
 Name/Title

Approved as to Form:  
 Steven A. Wolf by email  
 Assistant Attorney General  
 \_\_\_\_\_  
 January 14, 2011  
 \_\_\_\_\_  
 Date

## II. Strategy

### II.A. Project Description

*Provide a detailed description of this project.*

(See page 22. of application instructions)

#### **Description:**

Project: Interoperable Communications

Goal: Enhance public safety and emergency operations interoperable communications.

This project supports work conducted in previous years to enhance interoperable communications within Multnomah County. Previous investments include the purchase of public safety mobile radios for some agencies within Multnomah County. More recently, investments have supported purchase of additional public safety portable radios, as well as a VHF system repeater and antenna mount for Emergency Coordination Center HAM operations.

Multnomah County agencies still have unmet gaps in interoperable communication capacity. This project will help close gaps in VHF communication capacity in law enforcement and fire/EMS with a focus on areas where 800 MHz equipment cannot be readily used due to terrain. This project will also assist Multnomah County agencies in upgrading to modern 800 MHz equipment and replaced outdated portable radios which are no longer being serviced or repaired by Motorola. This project will increase the reliability of interoperable communications for agencies within Multnomah County.

The City of Portland is replacing its Computer Aided Dispatch System. Agencies communicate with the Bureau of Emergency Communication (BOEC), Law Enforcement agencies within the region and internally within their local departments. Shared data information includes data regarding calls for service, people, addresses and vehicles. The new system will require computers that have faster processors, larger hard drives and more RAM to function effectively. Older model Mobile Data Computers (MDC's) do not have the speed or capacity and will be replaced with a "toughbook" hardware solution.

UASI funds not available for this project because USAI projects are focused in other areas in FY2010.

**Project Outputs:**

(See page 23 of application instructions)

Physical and measurable outputs are:

Ten (10) P-25 Motorola 800MHz XTS-2500 portable radios delivered to the Multnomah County Sheriff's Office.

Five (5) P-25 Motorola 800MHz XTS-5000 portable radios delivered to the Troutdale Police Department.

Five (5) P-25 Motorola 800MHz XTS-5000 portable radios delivered to the Fairview Police Department.

Thirteen (13) P-25 Motorola VHF XTS-5000 portable radios delivered to the Portland Police Bureau.

The following agencies have requested a "toughbook" solution to replace the obsolete MDC's:

Multnomah County Sheriff = 10

Gresham Police Department = 15

Troutdale Police Department = 2

Fairview Police Department = 2

Total Requested = 29

**Project Outcomes:**

(See page 23 of application instructions)

P-25 Motorola 800MHz portable radios for the Multnomah County Sheriff's Office will be utilized to replace outdated portable radios that are no longer being serviced or repaired by Motorola.

P-25 Motorola 800MHz portable radios for the Fairview Police Department and the Troutdale Police Department will be utilized to replace outdated portable radios currently being used and increase the reliability of interoperable communications.

P-25 Motorola VHF portable radios for the Portland Police Bureau would be dedicated to the Air Support Unit (ASU), Explosive Disposal Unit (EDU) and Special Emergency Response Team (SERT). Due to the range of the ASU planes, information can be relayed to ground units using VHF. EDU will be able to communicate with agencies they are assisting on explosive ordinance incidents. SERT will be able to communicate with various agencies during mutual aid requests and joint operations.

Effective and continuous communication link with BOEC, Local Law

**II.B. Strategy**

**Identify all goals and objectives in the State Homeland Security Strategy supported by this Project.** (See page 24 of application instructions)

According to the State Homeland Security Strategy, this project supports the goal of:  
Enhancing communications interoperability among public safety agencies.

Within this goal, an objective supported by this project is to: Develop and upgrade the  
interoperable communications infrastructure to meet national and statewide standards.

The purchase and implementation of interoperable communications equipment meet this  
State Homeland Security Strategy goal.

Multnomah County Contract Number 460008829 - Attachment C

**Subapplicant:** Multnomah County

**Project Number:** 2

**Project Name:** Interoperable Communications

Item	Target Capability	Equipment Category	Item	AEL Reference Number	Quantity	Unit Cost	Total Cost	Agency	Discipline
2. 2010 Interoperable Communications	Communications	Information Technology	Toughbook MDT	04HW-01-MOBL	2	\$6,500	\$13,000	MCEM - Troutdale PD	LE
2. 2010 Interoperable Communications	Communications	Interoperable Communications Equipment	xts-5000	06CP-01-PORT	5	\$3,000	\$15,000	MCEM - Troutdale PD	LE