

4349584 IA

RecFee - \$148.00 Pages: 67 - PROSECUTING ATTORNEY
Clark County, WA 07/13/2007 10:10



RETURN ADDRESS

Prosecutor's Office
P.O. Box 5000
Vancouver WA 98660

Please print neatly or type information
Document Title(s)

Interlocal Agreement - UASI Grant Funds

Reference Numbers(s) of related documents:

Grantor(s) (Last, First and Middle Initial) Additional Reference #'s on page _____

Clark County

Grantee(s) (Last, First and Middle Initial) Additional grantors on page _____

City of Vancouver

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter) Additional grantees on page _____

Assessor's Property Tax Parcel/Account Number Additional legal is on page _____

Additional parcel #'s on page _____
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Mundy Hambleton
Signature of Requesting Party

Recorders Note
Legibility poor in a portion of
this document when received

To Be Filed with Clark County Auditor

RETURN ADDRESS:
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

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

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

Recitals

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 05-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2005 in

the amount of \$10,391,037 (Grant), with CFDA # 97.008, a true copy of which is attached as Exhibit (1-B) and is incorporated by this reference; and

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded Urban Area Security Initiative (UASI) Grant # 06-071 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2006 in the amount of \$8,240,000 (Grant), with CFDA # 97.008, a true copy of which is attached as Exhibit (2-B) and is incorporated by this reference; and

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

WHEREAS, after extensive, coordinated discussions between state and local officials, lists of specialized equipment, supplies and professional services to be purchased have been developed which are consistent with the Department of Homeland Security UASI goals and objectives under the auspices of Grant # 05-071 and Grant # 06-071, which lists are attached hereto as Exhibit (1-A) and Exhibit (2-A), respectively, and are incorporated herein by this reference; and

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

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

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

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

WHEREAS, the Recipient is obligated, on behalf of itself and any other entity with whom it enters an agreement regarding these grant funds or equipment, supplies and services

purchased therewith, to comply with all terms of the Grant including, but not limited to, obligations regarding reporting, access to records, and supplanting of funds; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Function.** The purpose of this Agreement is to permit the distribution of funds by Recipient to Sub-recipient for the acquisition of equipment, supplies and professional services to address certain catastrophic events in a manner that fully complies with the provisions of Urban Area Security Initiative (UASI) Grants for Fiscal Year 2005 (Grant # 05-071) and Fiscal Year 2006 (Grant # 06-071).

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

a. The Recipient agrees as follows:

That it shall disburse grant funds received from or credited by the City of Portland to the Sub-recipient for the acquisition of equipment, supplies and services, as provided in Exhibit (1-A) and Exhibit (2-A), which have been approved by the State of Oregon Office of Emergency Management or the City of Portland.

b. The Sub-recipient agrees:

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

(2) To timely comply with all terms and conditions and all reporting obligations, as may be applicable to Recipient, required by the Grant Award Conditions and Certifications applicable to UASI Grants for Fiscal Year 2005 (Grant # 05-071) and Fiscal Year 2006 (Grant # 06-071), which terms and conditions are attached as Exhibit (1-B) and Exhibit (2-B) hereto and incorporated herein by this reference, as to any and all funds disbursed or distributed by Recipient to Sub-recipient under this Interlocal Agreement;

(3) To save and hold Recipient harmless from any and all risks, and to indemnify Recipient for any and all claims, suits or actions, occasioned by or arising from, directly or indirectly, the Sub-recipient's acquisition, use or enjoyment of equipment, supplies and services, through funds disbursed or distributed under this Interlocal Agreement; And Further, to comply with all the obligations, and be bound by any limitations, applicable to the City of

Portland, Oregon under the UASI Grant Award Conditions and Certifications document for UASI Grant for Fiscal Year 2005 (Grant # 05-071) and Fiscal Year 2006 (Grant # 06-071) and, in addition, to list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Sub-recipient and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment or services provided for under this Agreement, and as a party to whom a listed duty is due. **By signing this Agreement the Sub-recipient states that it has read the Award Conditions and Certifications and is authorized to be bound thereby and is in agreement therewith.**

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

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

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

6. **Budget and Finance.** Except for the disbursement of funds or the distribution of equipment, supplies or services as listed in Exhibit (1-A) and Exhibit (2-A), this Agreement does not affect the authorized budgets of the parties.

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

8. **Termination.** The Recipient may terminate this Agreement in the event that the Sub-recipient fails to comply with its obligations under this Agreement. If such termination is effected by the Recipient, Sub-recipient will be liable to the Recipient for the full cost, to the Recipient and to the City of Portland, of any equipment or services provided by those parties to Sub-recipient, and of any penalty imposed by the State of Oregon or federal government. The Recipient will notify the Sub-recipient, in writing, of its intention to terminate this Interlocal Agreement and the reasons therefore. Sub-recipient shall have fourteen days, or such other time as the parties may agree, from the date of the notice, in which to correct its compliance failure. If compliance is not achieved within such time, termination will take effect.

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

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

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

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

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

and

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

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

and

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

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

Clark County Sheriff
PO Box 5000
Vancouver, WA 98666-5000

and

County Administrator
PO Box 5000
Vancouver, WA 98666-5000

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

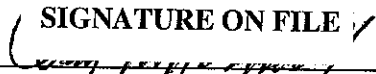
13. **Document Execution and Filing.** The City and County agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the City and County. Upon execution first by the City and then by the Clark County Board of Commissioners, one of the executed originals of this Agreement shall be returned to the City. A copy of one of the executed originals of this Agreement shall be filed with the Clark County Auditor by the County. Upon filing with the Clark County

Auditor of a signed original, each such signed original shall constitute an Agreement binding upon the City and County.

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

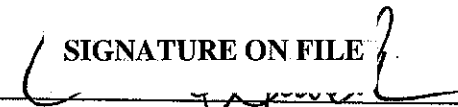
15. **Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

CITY OF VANCOUVER, WASHINGTON


SIGNATURE ON FILE ✓

Pat McDonnell, City Manager

Date: 6-12-07

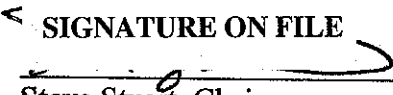
Attest:

SIGNATURE ON FILE

Carrie Lewellen, Deputy City Clerk

Approved as to form:


Ted H. Gathe, City Attorney

CLARK COUNTY BOARD OF COMMISSIONERS

SIGNATURE ON FILE

Steve Stuart, Chair
Date: 6/28/07

Betty Sue Morris, Commissioner
Date: _____

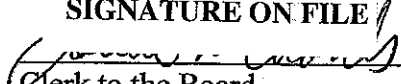
Marc Boldt, Commissioner
Date: _____

Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney

ATTEST:


SIGNATURE ON FILE

Senior Deputy


SIGNATURE ON FILE

Clerk to the Board

CitysubagrmtUASIFINAL

Exhibit (1-A)

Item No.	Proj	City	Agency and/or Jurisdiction	Agency AEL No. Where applicable	Category	Item	Priority	Qty	Unit Cost	Cap. Purch.	Original Budget	Adopted	Revised	Current Budget	Original Encumbrance	Actual Expenditure	Budget Remaining	Dist.	Comments
UA05-0016	8	Clark	VFD		Training	DHS/FEMA National USAR Response System Task Force Leader Course		1	5,000		5,000	0.00	0.00	0.00	0.00	0.00	0.00		
UA05-0021	8	Clark	VFD		Training	FEMA USAR Response System Logistics Specialist Course		1	5,000		5,000	0.00	0.00	0.00	0.00	0.00	0.00		
UA05-0026	8	Clark	VFD		Training	FEMA USAR Response System Technical Search Course		1	5,000		5,000	8,804.74	13,347.74	0.00	11,337.34	7.40	FS		
UA05-0031	8	Clark	VFD		Training	FEMA USAR Response System Planning Specialist Course		1	5,000		5,000	0.00	0.00	0.00	0.00	0.00	0.00		
UA05-0034	8	Clark	VFD		Training	Firefighting, structure & building training 6 fire units attendees		1	12,000		12,000	6,854.00	0.00	18,854.00	0.00	11,478.70	7,375.30	LE	
UA05-0046	8	Clark	VFD		Training	WMD exercise training 20 fire 42 attendees		1	6,000		6,000	0.00	0.00	6,000.00	0.00	0.00	6,000.00	LE	
UA05-0057	8	Clark	CRESA		Training	WMD Awareness level training/ICS 2005 800 Level Training		1	18,000		18,000	0.00	0.00	11,146.00	0.00	0.00	11,146.00	LE	
UA05-0135	11	Clark	VFD	AEL 6.3	Interoperable Communications Equipment	Overhaul and Backup Expenses		50	400		20,000	0.00	0.00	20,000.00	0.00	2,839.60	17,160.40	Comm	
UA05-0201	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	Digital mobile radios		2	3,750		7,500	0.00	0.00	6,565.00	0.00	6,565.00	0.00	LE	
UA05-0202	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Workstation laptops		1	14,700		14,700	0.00	0.00	15,712.99	0.00	15,712.99	0.00	EMA	
UA05-0203	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Furniture installation		1	2,500		2,500	266.12	0.00	3,066.12	0.00	3,066.12	0.00	EMA	
UA05-0204	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Ergonomic chairs for select EOC positions		3	250		750	0.00	0.00	0.00	0.00	0.00	0.00	EMA	
UA05-0205	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Flat Screen Monitors for Communications Unit		10	360		3,600	9,334.90	0.00	9,334.90	0.00	8,134.78	1,200.12	EMA	
UA05-0206	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Telephone Handsets for Communications Unit		3	300		900	1,617.34	0.00	1,617.34	0.00	1,617.34	0.00	EMA	
UA05-0206	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Communications/power cabling, including four installation, plus spares from installation		1	120,000		118,280	0.00	0.00	113,321.26	0.00	113,321.26	0.00	EMA	Invoice 31601805 and 31601804
UA05-0207	13	Clark	Clark City CRESA-EOC		Interoperable Communications Equip	EOC Expand electrical services to accommodate more electrical draw from added load		1	11,000		11,000	0.00	0.00	10,971.39	0.00	10,971.39	0.00	EMA	
UA05-0253	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Main Tower Security fence		1	5,200		5,200	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0254	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Main Tower CCTV		1	12,300		12,300	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0255	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Main Tower Perimeter Security Enhancements (motion detection system)		1	20,100		20,100	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0256	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Installation of CCTV system for six (6) towers and upgrade CRESA-911 site		6	15,000		90,000	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0257	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Software Licensing costs (MV-05-USR-7)		1	1,380		1,380	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0258	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Perimeter Security Enhancements - (motion detection system for 6 towers)		6	11,760		70,860	0.00	0.00	0.00	0.00	0.00	0.00	Comm	
UA05-0264	14	Clark	Clark City CRESA-911		Physical Security Enhancement	Clark County Radio Tower Security		0	0		0	199,825.00	0.00	199,825.00	0.00	199,825.00	0.00	Comm	
UA05-0274	15	Clark	VFD	AEL # 1.1.1.1	Personal Protective Equipment (PPE)	Bag, Ensemble Gas Storage		105	25		2,625	1,230.00	0.00	1,230.00	0.00	0.00	1,230.00	FS	
UA05-0281	15	Clark	VFD	AEL # 7.3.1.3 & 7.3.1.4	Detection Equipment	Radiation Dosimeter, Personal, Self-Reading (Cannisters)		29	600		17,400	825.00	0.00	825.00	0.00	0.00	825.00	FS	
UA05-0287	15	Clark	VFD	AEL # 1.7.2.3	Personal Protective Equipment (PPE)	Garment, Liquid Splash-Protective (Level B)		100	120		12,000	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0287.1	15	Clark	VFD	AEL # 1.7.2.3	Personal Protective Equipment (PPE)	PPE Reallocation		0	0		0	34,800.00	0.00	34,800.00	34,800.00	0.00	0.00	FS	
UA05-0294	15	Clark	VFD	AEL # 1.1.1.2	Personal Protective Equipment (PPE)	Approved Chemical Resistant Tape		102	20		2,040	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0301	15	Clark	VFD	AEL # 1.7.2.2	Personal Protective Equipment (PPE)	Gloves, Liquid Splash-Protective (Triatic)		100	30		3,000	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0308	15	Clark	VFD	AEL # 1.7.2.2	Personal Protective Equipment (PPE)	Gloves, Liquid Splash-Protective (Silver Shield)		100	30		3,000	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0315	15	Clark	VFD	AEL # 1.1.2.1	Personal Protective Equipment (PPE)	Respirator, Air-Purifying, CBRN		102	25		2,550	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0322	15	Clark	VFD	AEL # 1.1.2.2	Personal Protective Equipment (PPE)	CBRN Canisters/Canisters, APR (P100)		204	19		3,876	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0400	15	Clark	VFD	AEL # 4.14	Information Technology	Hardware, Computer Integrated, Dosimeter Calibrator		1	7,900		7,900	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0427	15	Clark	VFD	AEL # 3.1.1	CBRNE Operational and Search and Rescue Equipment	Hardware, Rappelling or Rescue Operations (Load Gear Line Deployment Kit)		1	2,500		2,500	900.00	0.00	3,400.00	0.00	3,129.00	271.00	FS	
UA05-0446	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Rob-Hammer with accessories)		1	1,000		1,000	0.00	0.00	840.00	0.00	840.00	1.60	FS	
UA05-0450	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Rotary saw diamond blades)		4	400		1,600	0.00	0.00	730.00	0.00	730.00	870.00	FS	
UA05-0457	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Handcuffs, Ligt Sling/Rappelling		30	350		10,500	3,250	1,000.00	4,310.00	0.00	4,309.20	6.80	FS	
UA05-0458	15	Clark	VFD	AEL # 3.2.12	CBRNE Operational and Search and Rescue Equipment	Optics, Thermal Imaging (MSA Evolution 5000 with accessories)		1	10,000		10,000	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0467	15	Clark	VFD	AEL # 3.1.12	CBRNE Operational and Search and Rescue Equipment	Search Camera (Searchsystems Searchcam 2000)		1	18,000		18,000	12,061.00	0.00	30,061.00	9,126.00	20,935.00	9,066.00	FS	
UA05-0468	15	Clark	VFD	AEL # 3.1.12	Personal Protective Equipment (PPE)	SCBA Cylinders and Valve Assemblies (MSA Rescuer without cylinder)		1	5,000		5,000	10,245.00	0.00	15,245.00	14,967.00	0.00	548.00	FS	
UA05-0469	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Cutting torch Protium PCS and accessories)		1	2,400		2,400	0.00	0.00	1,760.00	1,733.00	0.00	47.00	FS	
UA05-0470	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Saw MS-460 chainsaw, chain and accessories)		1	4,000		4,000	2,140.00	0.00	6,732.00	4,250.00	1,312.00	70.00	FS	
UA05-0471	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Utility cutoff saw and USAR blades)		1	6,000		6,000	0.00	0.00	1,110.00	0.00	1,034.00	66.00	FS	
UA05-0472	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Saws and accessories)		1	500		500	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0473	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Concrete chainsaw, chain and accessories)		1	3,075		3,075	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0474	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Concrete Core Drill, bits, and accessories)		1	3,000		3,000	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0475	15	Clark	VFD	AEL # 3.1.2	CBRNE Operational and Search and Rescue Equipment	Breaking Device (Boam Saw and accessories)		1	500		500	0.00	0.00	0.00	0.00	0.00	0.00	FS	
UA05-0476	15	Clark	VFD	AEL # 3.1.13	CBRNE Operational and Search and Rescue Equipment	Latching Device (CONSPACE Victim Locator)		1	450		450	7,248.00	0.00	7,898.00	0.00	7,686.00	212.00	FS	
UA05-0478.1	15	Clark	VFD	AEL #	CBRNE Operational and Search and Rescue Equipment	Ventilation Fan - Realization		1	0		0	2,508.00	0.00	2,508.00	1,857.00	0.00	651.00	FS	
UA05-0488	15	Clark	Clark City SO	AEL 1.2.2.2	Personal Protective Equipment (PPE)	Class 1 chemical/biological terrorism protective garment		9	2,250		20,250	0.00	0.00	10,780.00	0.00	16,780.00	13,470.00	FS	
UA05-0490	15	Clark	Clark City SO	AEL 1.2.2.1	Personal Protective Equipment (PPE)	On-guard HazMat boots, PPE footwear		3	220		660	0.00	0.00	675.00	0.00	675.00	0.00	LE	
UA05-0491	15	Clark	Clark City SO	AEL 1.2.2.1	Personal Protective Equipment (PPE)	Class 1 training suits		3	178		534	0.00	0.00	611.00	2.00	1,008.90	4.10	LE	
UA05-0492	15	Clark	Clark City SO	AEL 1.2.2.1	Personal Protective Equipment (PPE)	Tychem universal pressure full inflation training equipment		1	1,200		1,200	0.00	0.00	928.00	0.00	928.00	0.00	LE	
UA05-0493	15	Clark	Clark City SO	AEL 1.4.2.2	Personal Protective Equipment (PPE)	Class 3 chemical/biological terrorism protective garment Kapote CPE		22	61		1,342	1,034.00	0.00	2,376.00	0.00	2,276.00	0.00	LE	
UA05-0494	15	Clark	Clark City SO	AEL 1.4.2.1	Personal Protective Equipment (PPE)	Class 3 footwear, chemical/biological protective On-guard HazMat boots		22	92		2,024	0.00	0.00	1,279.00	0.00	1,279.00	0.00	LE	
UA05-0495	15	Clark	Clark City SO	AEL 1.4.2.3	Personal Protective Equipment (PPE)	Class 3 gloves, chemical/biological protective North Industries gloves		22	39		858	0.00	0.00	353.00	0.00	353.00	0.00	LE	
UA05-0496	15	Clark	Clark City SO	AEL 1.4.3.1	Personal Protective Equipment (PPE)	Class 3 training suits, Tyvek training suits		22	39		858	0.00	0.00	339.00	0.00	339.00	0.00	LE	
UA05-0497	15	Clark	Clark City SO	AEL 1.13.1.2	Personal Protective Equipment (PPE)	Chemical resistant tape for PPE applications Class 3 ensembles		22	26		572	0.00	0.00	1,178.00	0.00	1,178.00	0.00	LE	
UA05-0498	15	Clark	Clark City SO	AEL 6.9	Interoperable Communications Equipment	ESP II communication system compatible Millennium Mask		22	283		6,226	0.00	0.00	4,270.00	0.00	4,270.00	0.00	LE	
UA05-0507	15	Clark	VFD	AEL 1.4.2.2	Personal Protective Equipment (PPE)	Tychem CPF 3 suit		148	54		7,992	7,000.00	0.00	7,974.00	0.00	7,974.00	0.00	LE	
UA05-0508	15	Clark	VFD	AEL 1.4.2.2	Personal Protective Equipment (PPE)	Tychem CPF 2 suit		296	54		15,984								

Exhibit (1-B)

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

GRANT AWARD CONDITIONS AND CERTIFICATIONS

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

BUDGET

REVENUE

Federal Grant Funds	\$10,391,037
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TOTAL REVENUE: \$10,391,037

EXPENDITURES

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

TOTAL EXPENDITURES: \$10,391,037

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

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

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

E. Funding.

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

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

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

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

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

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

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

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

2. Financial Reimbursement Reports.

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

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

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

c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before May 1, 2005 or after December 31, 2006.

d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

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

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

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

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

H. Copyright and Patents.

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

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

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

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

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

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

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

II. Grantee Compliance and Certifications

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

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

D. Certification of Non-discrimination.

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

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

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

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

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

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

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

- d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.
- I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

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

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

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

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

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

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

_____ Date

Signature of Authorized Grantee Official

_____ Date

_____ Name/Title

Exhibit (2-A)

ALL AGENCIES BY JURISDICTION

Item No.	Proj	City	Agency and/or Jurisdiction	AEL No. Where applicable	Category	Item	Priority
UA06-0001	B	Regional	POEM		Admin	Admin	
UA06-0002	1	Regional	POEM		Training	Training	
UA06-0003	4	Regional	POEM		Training	2 field regional teams	
UA06-0004	6	Regional	POEM		Training	General preparedness and special needs materials	
UA06-0005	6	Regional	POEM		Training	44 classes	
UA06-0006	6	Regional	POEM		Training	2 events at \$7,000 each	
UA06-0007	1	Portland	POEM		Training	Continuity of Operations Training	
UA06-0008	7	Regional	POEM		Exercises	TOPOFF	
UA06-0009	1	Regional	POEM		Planning	Evac Plan/ Catastrophic Plan	
UA06-0010	1	Regional	POEM		Planning	Governance	
UA06-0011	1	City of Portland	POEM		Planning	Regional staffing/ contracting	
UA06-0011.1	1	Clark	CRESA		Planning	Regional staffing/ contracting	
UA06-0011.2	1	Columbia	Col Co EM		Planning	Regional staffing/ contracting	
UA06-0011.3	1	Multnomah	Mult Co EM		Planning	Regional staffing/ contracting	
UA06-0011.4	1	Washington	WashCoSO		Planning	Regional staffing/ contracting	
UA06-0011.5	1	Clackamas	ClackCo EM		Planning	Regional staffing/ contracting	
UA06-0012	1	Regional	POEM		Planning	Strategy Planning	
UA06-0013	1	Portland	POEM		Planning	Business Continuity Plan	
UA06-0014	3	Regional	Portland PD		Planning	Fusion Center Staffing 12 months	
UA06-0015	3	Regional	Portland PD		Planning	Fusion Center 6 staff \$70,000 ea /12 months	
UA06-0016	3	Regional	Portland PD		Other	Fusion Center Materials and Supplies	
UA06-0017	4	Regional	POEM		Planning	PIO Plan	
UA06-0018	5	Regional	POEM/IGTS		Planning	Protection and Detection Plan	
UA06-0019	2	Clackamas	Clack Co Comms		Interoperable Comm	Goat Mountain conversion from Intellipeaker to simulcast site	
UA06-0020	2	Clark	Col Co Comms		Interoperable Comm	VHF and 800 MHz equipment and licenses. Secure lease. Inst	
UA06-0021	2	Multnomah	Port of Portland		Interoperable Comm	Antennas and equipment	
UA06-0022	2	Washington	Beaverton		Interoperable Comm	800 MHz Type II Radios (Motorola XTS 2500) Includes extra b	
UA06-0023	2	Clackamas	Clackamas Sheriff		Interoperable Comm	800 MHz Radios (Mobile) XLS 5000	
UA06-0024	2	Clackamas	Clackamas Sheriff		Interoperable Comm	800 MHz Radios (Mobile) XLS 5000	
UA06-0025	2	Clackamas	Clackamas Sheriff		Interoperable Comm	Mobile Data Computers (MDC) Parasonic CF-29	
UA06-0026	2	Clackamas	Clackamas Sheriff		Interoperable Comm	Satellite Uplink	
UA06-0027	2	Clark	Clark Sheriff		Interoperable Comm	Satellite Uplink	
UA06-0028	2	Columbia	Vernonia PD		Interoperable Comm	Mobile Data Terminal (Motorola MW 800)	
UA06-0029	2	Columbia	Vernonia PD		Interoperable Comm	Radio, Portable, VHF (Motorola HT 1250)	
UA06-0030	2	Columbia	Columbia Sheriff		Interoperable Comm	Radio, Portable VHF (Motorola)	
UA06-0031	2	Columbia	Columbia Sheriff		Interoperable Comm	Radio, Mobile, VHF (Motorola)	
UA06-0032	2	Columbia	Columbia Sheriff		Interoperable Comm	Repeater, Mobile, VHF	
UA06-0033	2	Columbia	Columbia Sheriff		Interoperable Comm	Satellite Uplink	
UA06-0034	2	Fairview	Fairview PD		Interoperable Comm	XTL Mobile Radio	
UA06-0035	2	Fairview	Fairview PD		Interoperable Comm	Portable XTS 5000 Radios	
UA06-0036	2	Fairview	Fairview PD		Interoperable Comm	MW 800 Mobile Data Terminals	
UA06-0037	2	Gresham	Gresham PD		Interoperable Comm	Motorola MW800 Mobile Data Computer (including mount)	
UA06-0038	2	Gresham	Gresham PD		Interoperable Comm	Motorola Mobile Radio, Model XTL 5000, Type II, w/Smart Zor	
UA06-0039	2	Multnomah	Multnomah Sheriff		Interoperable Comm	Motorola XLT 5000 800 MHz Vehicle Radios	
UA06-0040	2	Multnomah	Multnomah Sheriff		Interoperable Comm	Satellite Uplink	
UA06-0041	2	Portland	Portland PD		Interoperable Comm	Satellite Uplink	
UA06-0042	2	Washington	Tigard PD		Interoperable Comm	Motorola Portable Digital Radios, Model XTS5000, Type II, w/	
UA06-0043	2	Washington	Tigard PD		Interoperable Comm	Motorola Noise-Canceling Remote Speaker	

Item No.	Proj	City	Agency and/or Jurisdiction	AEL No. Where applicable	Category	Item	Priority
UA06-0044	2	Washington	Tigard PD		Interoperable Comm	Portable Radio Nylon Carry Case w/ T-Strap	
UA06-0045	2	Washington	Tualatin PD		Interoperable Comm	Motorola Portable Digital Radios, Model XT55000 Type II, w/S	
UA06-0046	2	Washington	Tualatin PD		Interoperable Comm	Motorola Noise-canceling Remote Microspeaker	
UA06-0047	2	Washington	Tualatin PD		Interoperable Comm	Portable Radio Nylon Carry Case w/T-Strap	
UA06-0048	2	Clark	Vancouver PD		Interoperable Comm	Mobile Radio, Digital	
UA06-0049	2	Clark	Vancouver PD		Interoperable Comm	Mobile Display Terminals	
UA06-0050	2	Washington	Washington Sheriff		Interoperable Comm	Portable Multi-channel Radios	
UA06-0051	2	Washington	Washington Sheriff		Interoperable Comm	Communications Tower for Emergency Operations Center	
UA06-0052	2	Washington	Washington Sheriff		Interoperable Comm	Satellite Uplink	
UA06-0053	2	Washington	Beverton PD		Power Equipment	Wall Mount Battery Charges for XTS 2500 Radios Not a Motor	
UA06-0054	2	Clackamas	Clackamas Sheriff		Power Equipment	Battery Charger Unit Single	
UA06-0055	2	Multnomah	Fairview PD		Power Equipment	2 Multi Unit Battery Chargers	
UA06-0056	2	Washington	Tigard PD		Power Equipment	Motorola Impress Smart NICD Battery	
UA06-0057	2	Washington	Tigard PD		Power Equipment	Motorola Impress Smart Rapid Rate Charger, 110v	
UA06-0058	2	Washington	Tualatin PD		Power Equipment	Motorola Impress Smart Rapid Rate Charger, 110v	
UA06-0059	2	Washington	Tualatin PD		Power Equipment	Motorola Impress Smart Rapid Rate Charger, 110v	
UA06-0060	4	Multnomah	Gresham		CBRNE Incident Res	Heavy Rescue Apparatus	
UA06-0061	4	Washington	Gresham		CBRNE Incident Res	USAR Mobile Trailer	
UA06-0062	4	Multnomah	Hillsboro		CBRNE Operational	Breaching and Breaking tools, lifting and shoring tools, search	
UA06-0063	4	Hillsboro	Hillsboro		CBRNE Operational	Breaching and Breaking tools, lifting and shoring tools, search	
UA06-0064	4	Multnomah	Mult Co Public Health		Information Technol	10 Laptops, each with wireless networking and portable printer	
UA06-0065	4	Multnomah	Mult Co Public Health		Medical Supplies - N	10 POD station kits with general logistical equipment (signs ve	
UA06-0066	4	Multnomah	Mult Co Public Health		Medical Supplies - N	10 POD station kits with general logistical equipment (signs ve	
UA06-0067	4	Multnomah	Mult Co Public Works		CBRNE Incident Res	Incident Response Trucks	
UA06-0068	4	Clackamas	Clack Co Public Works		CBRNE Incident Res	Incident Response Trucks	
UA06-0069	4	Columbia Co.	Col Co Public Works		CBRNE Incident Res	Incident Response Trucks	
UA06-0070	4	Washington	Wash Co Public Works		CBRNE Incident Res	Incident Response Trucks	
UA06-0071	4	Clackamas	Boring Water Dist		CBRNE Incident Res	Incident Response Trucks	
UA06-0072	4	Multnomah	Mult Co Public Works		CBRNE Operational	Variable Message Board	
UA06-0073	4	Clackamas	Clack Co Public Works		CBRNE Operational	Variable Message Board	
UA06-0074	4	Washington	Wash Co Public Works		CBRNE Operational	Variable Message Board	
UA06-0075	4	Multnomah	Portland Public Works		CBRNE Operational	Variable Message Board	
UA06-0076	4	Multnomah	Gresham Public Works		CBRNE Operational	Variable Message Board	
UA06-0077	4	Columbia	Col Co Public Works		CBRNE Operational	Variable Message Board	
UA06-0078	4	Columbia	Col Co Public Works		Interoperable Comm	Mobile & Portable Radios VHF	
UA06-0079	5	Columbia	Col Co Comms		Physical Security Et	Security equipment and installation/ 5 radio sites	
UA06-0080	5	Clark	CTRAN		Physical Security Et	Transit/ CIP at 3 stations	

Exhibit (2-B)

GRANTEE COPY

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

GRANT AWARD CONDITIONS AND CERTIFICATIONS

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

REVENUE

BUDGET

Federal Grant Funds

\$8,240,000

EXPENDITURES

TOTAL REVENUE: \$8,240,000

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

TOTAL EXPENDITURES: \$8,240,000

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

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

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

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

F. Funding.

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

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

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

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

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

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

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

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

2. Financial Reimbursement Reports.

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

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

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

3. Procurement Standards

- a. Grantees shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

- b. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from the Criminal Justice Services Division. Interagency agreements between units of government are excluded from this provision.

- c. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the Criminal Justice Services Division.

- d. All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Grantees may not proceed with a sole source procurement without prior written approval from the Criminal Justice Services Division.

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

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

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

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

I. **Copyright and Patents.**

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

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

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

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

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

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

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

II. Grantee Compliance and Certifications

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

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

D. Certification of Non-discrimination.

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

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

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

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

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

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

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. new construction;
- b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
- c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

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

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

III. Suspension or Termination of Funding

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

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

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

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

SIGNATURE ON FILE

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

10-20-06
Date

SIGNATURE ON FILE

Signature of Authorized Grantee Official

10.12.06
Date

Tom Potter, Mayor

Name/Title

SIGNATURE ON FILE

Signature of Authorized Fiscal Representative of Grantee Agency

10.18.06
Date

Exhibit (3)

INTERGOVERNMENTAL AGREEMENT

Between

CLARK COUNTY, WAHSINGTON

And

THE CITY OF PORTLAND, OREGON

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

Recitals

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

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

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

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

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

INTERGOVERNMENTAL AGREEMENT

UASI Grants

Clark County, Washington – City of Portland, Oregon

Page 1 of 6

ORIGINAL

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

a. The City agrees as follows:

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

b. The Recipient agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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City of Portland, Oregon

SIGNATURE ON FILE

Mayor Vera Katz

Date

9/8/04

SIGNATURE ON FILE

G
Gary Blackmer, Auditor

Date

9/8/04

N/A

Miguel Ascarrunz, Director, Portland
Office of Emergency Management (POEM)

Date

APPROVED AS TO FORM
APPROVED AS TO FORM

SIGNATURE ON FILE

City Attorney

CITY ATTORNEY

Date

Board of Commissioners, Clark County,
Washington

SIGNATURE ON FILE

Betty Sue Morris
Betty Sue Morris, Chair

Date

August 17, 2004

N/A

Craig Pridemore, Commissioner

Date

N/A

Judie Stanton, Commissioner

Date

Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney

ATTEST:

SIGNATURE ON FILE

[Signature]
Senior Deputy

SIGNATURE ON FILE

[Signature]
Clerk to the Board

INTERGOVERNMENTAL AGREEMENT
UASI Grants
Clark County, Washington - City of Portland, Oregon

OREGON DEPARTMENT OF STATE POLICE
 CRIMINAL JUSTICE SERVICES DIVISION
 URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	FY 2003 Urban Areas Security Initiative Grant	GRANT NO:	#03-071
GRANTEE:	City of Portland-Portland Office of Emergency Management (POEM)	FY 2003 AWARD:	\$6,764,956
ADDRESS:	1001 SW 5 th Avenue Suite 650 Portland, Oregon 97204	AWARD PERIOD:	07/1/03 thru 06/30/05
PROGRAM DIRECTOR:	Elise A. Marshall	TELEPHONE:	(503) 793-0845
		FAX:	(503) 823-3588
PROGRAM CONTACT:	Elise A. Marshall	TELEPHONE:	Same
		FAX:	
FISCAL CONTACT:	Nancy McKinnon	TELEPHONE:	(503)823-6862

BUDGET

INCOME

Federal Grant Funds \$6,764,956

TOTAL INCOME: \$6,764,956

EXPENSES

Equipment	\$5,692,094
Training	\$774,014
Planning	\$148,848
Administration	\$150,000

TOTAL EXPENSES: \$6,764,956

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

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and, or termination of the grant agreement.
- B. The Grantee agrees that all public statements referring to the program must state that funds for this program come from the U.S. Department of Homeland Security, Office for Domestic Preparedness, State Homeland Security Grant Program, and must state the percent or dollar amount of federal funds used in the program.

C. Maintenance, Retention and Access to Records; Audits.

1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the May 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
2. Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
3. Audits. If Grantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

D. Funding.

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

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

1. Progress Reports. The Grantee agrees to submit a semi-annual report on its progress in meeting each of its agreed upon goals and objectives. Reports must be received no later than **January 31, 2004; July 31, 2004; January 31, 2005; and July 31, 2005.** Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** RFRs must be received no later than **January 31, 2004; July 31, 2004; January 31, 2005; and July 31, 2005.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from CJSD to extend an RFR requirement past its due date.
- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
- d. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **July 1, 2003** or after **June 30, 2005.**
- e. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

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

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

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

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and Oregon State Police 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.

G. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the CJSD and the Office for Domestic Preparedness reserve a royalty-free, nonexclusive and irrevocable license to

reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.
- H. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- I. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**
- J. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- K. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.
- L. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- M. 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.
- N. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)

B. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSD in the performance of this agreement, as set forth in the most recent version of the *Grant Management Handbook* published by CJSD and including but not limited to:

1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
7. Clean Air Act, 42 USC 7401 et seq.
8. Clean Water Act, 33 USC 1368 et seq.
9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
11. Endangered Species Act of 1973, 16 USC 1531 et seq.
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13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

C. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,

- e. Title IX of the Education Amendments of 1972;
- f. The Age Discrimination Act of 1975;
- g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
- h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

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

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

- 1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;

- b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.
- G. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
 - 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 - 7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

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

- A. Failure to comply substantially with the requirements or statutory objectives of the State Homeland Security Grant Program guidelines issued thereunder, or other provisions of federal law.

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

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

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

Carmen Merlo, Director
 Criminal Justice Services Division
 Oregon State Police
 4th Floor
 255 Capitol Street NE
 Salem, OR 97310

_____ Date

Signature of Authorized Grantee Official _____

_____ Date

Name/Title _____

OREGON DEPARTMENT OF STATE POLICE
CRIMINAL JUSTICE SERVICES DIVISION
URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	FY 2004 Urban Areas Security Initiative Grant	GRANT NO:	# 04-071
GRANTEE:	City of Portland-Portland Office of Emergency Management (POEM)	FY 2004 AWARD:	\$ 8,112,992
ADDRESS:	1001 SW 5 th Avenue Suite 650 Portland, Oregon 97204	AWARD PERIOD:	12/01/03 thru 11/30/05
PROGRAM DIRECTOR:	Miguel Ascarrunz	TELEPHONE:	(503) 823-2691
		FAX:	(503) 823-3588
PROGRAM CONTACT:	Elise A. Marshall	TELEPHONE:	(503) 823-2686
		FAX:	(503) 823-3588
FISCAL CONTACT:	Nancy McKinnon	TELEPHONE:	(503)823-6862

BUDGET

INCOME

Federal Grant Funds \$8,112,992

EXPENSES

Equipment	\$7,091,782
Training	\$527,820
Planning	\$250,000
Administration	\$243,390

TOTAL INCOME: \$8,112,992

TOTAL EXPENSES: \$8,112,992

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

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. The Grantee agrees that all public statements referring to the program must state that funds for this program come from the U.S. Department of Homeland Security, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program, and must state the percent or dollar amount of federal funds used in the program.
- C. Maintenance, Retention and Access to Records; Audits.

1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the May 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
2. Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
3. Audits. If Grantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

D. Funding.

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

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

1. 1. Progress Reports / Initial and Biannual Strategy Implementation Plan. The Grantee agrees to submit a semi-annual report on its progress in meeting each of its agreed upon goals and objectives. As part of the Initial and Biannual Strategy Implementation Plan, grantees will be required to tie all funds received to specific, actionable projects and must link each one to the goals and objectives identified in the State and, where appropriate, Urban Areas Homeland Security Strategy. The Initial Strategy Implementation Plan (ISIP) is due **June 30, 2004**. Biannual Strategy Implementation Plans must be received no later than **January 15, 2005; July 15, 2005; and December 31, 2005**.

Examples of information to be captured in the Initial and Biannual Strategy Implementation Plan include:

- Title and description of projects to be accomplished during the grant period with funds provided.
- Total dollar amount received from each funding source.
- UAHSS goals and/or objectives supported by each project.
- Intended expenditure of funds for each project by solution area (planning, organization, equipment, training, and exercise) and program.
- Intended expenditure of funds for each project by discipline and program.

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

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Grantee agrees to submit a signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures.** RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than **January 15, 2005; July 15, 2005; and December 31, 2005.**

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from CJSD to extend an RFR requirement past its due date.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **December 1, 2003 or after November 30, 2005.**
- d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

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

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

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

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and Oregon State Police 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.

G. Copyright and Patents.

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

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

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

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

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

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

M. 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.

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- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)

- B. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJ in the performance of this agreement including but not limited to:

1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq)
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14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
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16. Indian Self-Determination Act, 25 USC 450f.
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18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

- C. Certification of Non-discrimination.

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

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

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

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

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

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

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

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

- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

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

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

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

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

Carmen Merlo, Director
Criminal Justice Services Division
255 Capitol Street NE, 4th floor
Salem, OR 97310

Date

Signature of Authorized Grantee Official

Date

Name/Title

AMENDMENT NO. 1

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. 179398

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

RECITALS:

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

NOW, THEREFORE, the parties agree:

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

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

Clark County, Washington

By: _____
Date

(Name and Title)

Address: _____

Telephone: _____

CITY OF PORTLAND

By: _____
Date

Approved as to Form:

APPROVED AS TO FORM

SIGNATURE ON FILE

By City Attorney _____ Date _____

CITY ATTORNEY

MS

AMENDMENT NO. 2

SH 06-164

CONTRACT NO. 52307

FOR

Clark County, Washington Intergovernmental Agreement (IGA)

Pursuant to Ordinance No. _____

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

RECITALS:

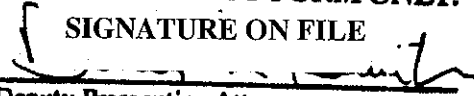
1. The Urban Area Security Initiative (UASI) 2006 grant has been awarded from the US Department of Homeland Security (Grantor) through the State (Grantee) for administration by the City of Portland (Subgrantee).
2. The disposition of the grant funds to different governmental bodies, and the City, was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

NOW, THEREFORE, the parties agree:

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


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

APPROVED AS TO FORM ONLY:

SIGNATURE ON FILE

 Deputy Prosecuting Attorney

Approved as to Form:

APPROVED AS TO FORM

SIGNATURE ON FILE

 CITY ATTORNEY
 By City Attorney _____ Date _____

Clark County Washington
 SIGNATURE ON FILE SIGNATURE ON FILE
 By: _____ Date NOV. 14, 2006
STEVE STUART, BETTY SUE MORRIS
 (Name and Title) COUNTY COMMISSIONERS
 Address: 1300 FRANKLIN ST.
 Telephone: 360-397-2232

CITY OF PORTLAND

By: _____
 Mayor/Elected Official Date

By: _____
 Auditor Date

Exhibit A

NIMS Compliance Form

This NIMS Compliance Form **MUST** be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2006, state agencies, tribes, and local communities will be required to complete several activities to comply with the National Incident Management System (NIMS). This document describes the actions that jurisdictions must take by September 30, 2006 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD- 5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- Community Adoption:** Adopt NIMS at the community level for all government departments and agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- Incident Command System (ICS):** Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- Multi-agency Coordination System:** Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems, i.e. develop and maintain connectivity capability between local Incident Command Posts (ICPs), local 911 Centers, local Emergency Operations Centers (EOCs) and state EOC.
- Public Information System:** Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- Preparedness/Planning:** Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- Revise and update plans and SOPs to incorporate NIMS components, principles and policies, based on provided NIMS checklists to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations.
- Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
 - Complete IS-700 NIMS: An Introduction
 - Complete IS-800 NRP: An Introduction
 - Complete ICS 100 and ICS 200 Training
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness and response plans and procedures.
- Inventory community response assets to conform to homeland security resource typing standards.
- To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Authorized
Signature: _____

Date: _____

Agency: _____

Exhibit B

Starting with the FY2005 grant there is a labeling requirement. When practicable equipment should be labeled as follows:

"Purchased with funds provided by the U.S. Department of Homeland Security"

Labels should be proportionate to the object being labeled (i.e. a vehicle label should be of appropriate size and legible and a label for hand-held radios should be as well. These labels will, of necessity, be of different sizes.). Items smaller than hand-held radios do not require labeling.