CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

CITY COUNCIL – REGULAR MEETING

Troutdale City Hall - Council Chambers
219 E. Historic Columbia River Hwy. (Lower Level, Rear Entrance)
Troutdale, OR 97060-2078

Tuesday, January 28, 2014 – 7:00PM

Mayor
Doug Daoust

City Council
Norm Thomas
Glenn White
David Ripma
Rich Allen
Eric Anderson
John L. Wilson

City Manager
Craig Ward

City Attorney
David J. Ross

1. PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.

2. MOTION: Election of 2014 Council President. ***Mayor Daoust***

3. CONSENT AGENDA:

3.1 RESOLUTION: A resolution recognizing the completion of the public improvements associated with the Troutdale Reynolds Industrial Park Phase I Subdivision and accepting those improvements into the City's Fixed Asset System.

3.2 RESOLUTION: A resolution authorizing two Intergovernmental Agreements with Multnomah County for the State of Oregon Military Department Urban Areas Security Initiative (UASI) Grant Program Funds.

3.3 RESOLUTION: A resolution authorizing an Intergovernmental Agreement with the City of Gresham for the Mutual Aid Sharing of Certified Building Inspection Services.

3.4 RESOLUTION: A resolution authorizing two Tax Exempt Municipal Equipment Lease Finance Agreements for Ricoh Network Digital Printer Copiers

4. PUBLIC COMMENT: Public comment is limited to comments on non-agenda items. *Remarks shall be limited to 5 minutes for each speaker unless a different time is allowed by the Mayor. The Mayor and Council should avoid immediate and protracted response to citizen comments.*

5. MOTION: A motion accepting the Selection Committee's recommendation for appointments to the Parks Advisory Committee, Citizens Advisory Committee, Budget Committee, Planning Commission, and Public Safety Advisory Committee. ***Mayor Daoust***

6. MOTION: Metro Technical Advisory Committee (MTAC), Metro Policy Advisory Committee (MPAC), and East Multnomah County Transportation Committee (EMCTC) appointments. ***Mayor Daoust***

7. **PRESENTATION:** A presentation on medical marijuana facilities and HB3460 in relation to the City's business license approval criteria, TMC 5.04.060.

Ben MacKaness

8. **STAFF COMMUNICATIONS**

9. **COUNCIL COMMUNICATIONS**

10. **ADJOURNMENT**

Doug Daoust, Mayor

Dated: 1/22/14

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 and Frontier Communications Channel 38 on the weekend following the meeting - Saturday at 2:30pm and Sunday at 9:00pm.

Further information and copies of agenda packets are available at: Troutdale City Hall, 219 E. Historic Columbia River Hwy. Monday through Friday, 8:00 a.m. - 5:00 p.m.; On our Web Page www.troutdaleoregon.gov or call Debbie Stickney, City Recorder at 503-674-7237.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to: Debbie Stickney, City Recorder 503-674-7237.

AGENDA ITEM #3.1

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A resolution recognizing the completion of the public improvements associated with the Troutdale Reynolds Industrial Park Phase I subdivision and accepting those improvements into the City's fixed asset system.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** January 28, 2014 **STAFF MEMBER:** Travis Hultin, Chief Engineer **DEPARTMENT:** Public Works
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Accept the TRIP Phase I public improvements into the City's fixed asset system.

EXHIBITS:

A. TRIP Phase I vicinity map
B. TRIP IGA between the City and the Port of Portland
C. Port of Portland dedication letter

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe) Development/Infrastructure

Issue / Council Decision & Discussion Points:

- The Troutdale-Reynolds Industrial Park (TRIP) Phase 1 subdivision is constructed on the site of the former Reynolds Metals refinery, a brownfield site.
- The former Reynolds site has undergone significant remediation, including continuing groundwater remediation, and is subject to ongoing environmental constraints pursuant to orders from state and federal regulators.
- Federal and State regulators approved the site for industrial development.

Reviewed and Approved by City Manager:

- The Public Improvements are described in the subject resolution and more fully defined in an Intergovernmental Agreement ("IGA") which was completed June 1, 2009, modified and subsequently approved by the Port of Portland and the City of Troutdale pursuant to Resolution No. 2098 adopted by the Troutdale City Council on April 12, 2011. The IGA sets forth the terms and conditions for the dedication of TRIP I Public Improvements to the City of Troutdale, including the ongoing obligations of the Port of Portland, the City of Troutdale, and subsequent owners or lessees of the Port of Portland property for the TRIP I Public Improvements.
- The Port of Portland and City have met the conditions of the IGA for acceptance of the Public Improvements by the City.

BACKGROUND:

The TRIP Phase 1 subdivision is located along NW Swigert Way (new street constructed for TRIP) and NW Sundial Road on the site of the former Reynolds Metals refinery (see attached vicinity map). The Port of Portland purchased the site and began development of the site as an industrial subdivision with TRIP Phase 1. The Port plans to continue development of the site with a second and third phase.

The former Reynolds site is a federal Superfund site and a brownfield area that has undergone significant remediation of soils and groundwater, and continues to undergo groundwater remediation activities that are the responsibility of the Port. Federal and State regulators approved the site for industrial development, with certain conditions and ongoing obligations. In addition, the City has obtained a Prospective Purchaser Agreement from the Oregon Department of Environmental Quality to provide protection to the City for owning and operating the Public Improvements on the TRIP site.

Public improvements in the form of a public street, water system, storm water collection and treatment systems, sanitary sewer system (including two pump stations), a utility access corridor, a public multi-use trail, street trees and related appurtenances were needed to meet the demands of public health, safety, and welfare associated with the subdivision. Said public improvements have been inspected and found to be in compliance with the City of Troutdale *Construction Standards for Public Works Facilities* and the construction plans and specifications. The improvements are complete and the project is recommended for acceptance.

To ensure the protection of the City to maximum extent possible, and to control any extraordinary costs to the City associated with the development and the City's operation and maintenance of public utilities associated with the subdivision, the City and the Port of Portland entered into an intergovernmental agreement (attached) covering various aspects of the site's development, legal protections, operation and maintenance of the utilities and conditions for the City's acceptance of the public improvements. The Port and the City have met the conditions of the IGA for acceptance of the public improvements.

PROS & CONS:

Pros:

- Adds water, sewer, storm drainage, transportation and related infrastructure to the City's fixed asset system
- Provides for the long term operation and maintenance by the City of public infrastructure needed to support development in the north industrial area of the City.
- Implements the intent of the IGA previously executed by the City with the Port.

Cons

- There are routine maintenance burdens associated with the infrastructure assets to be accepted.
- There are certain additional requirements and restrictions that the City must observe in its operation and maintenance of utilities within the brownfield site, primarily related to control of soils, control of groundwater and worker health and safety practices when performing any excavations.
- There are some potential regulatory risks associated with owning and operating facilities within the brownfield site, though those risks are well-managed and heavily mitigated through the IGA with the Port of Portland, and other legal and regulatory protective measures the City has implemented.

Current Year Budget Impacts ☐ Yes *(describe)* ☐ N/A

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Routine operation and maintenance costs for the accepted infrastructure

City Attorney Approved Resolution ☒ Yes

Community Involvement Process: ☐ Yes *(describe)* ☒ N/A

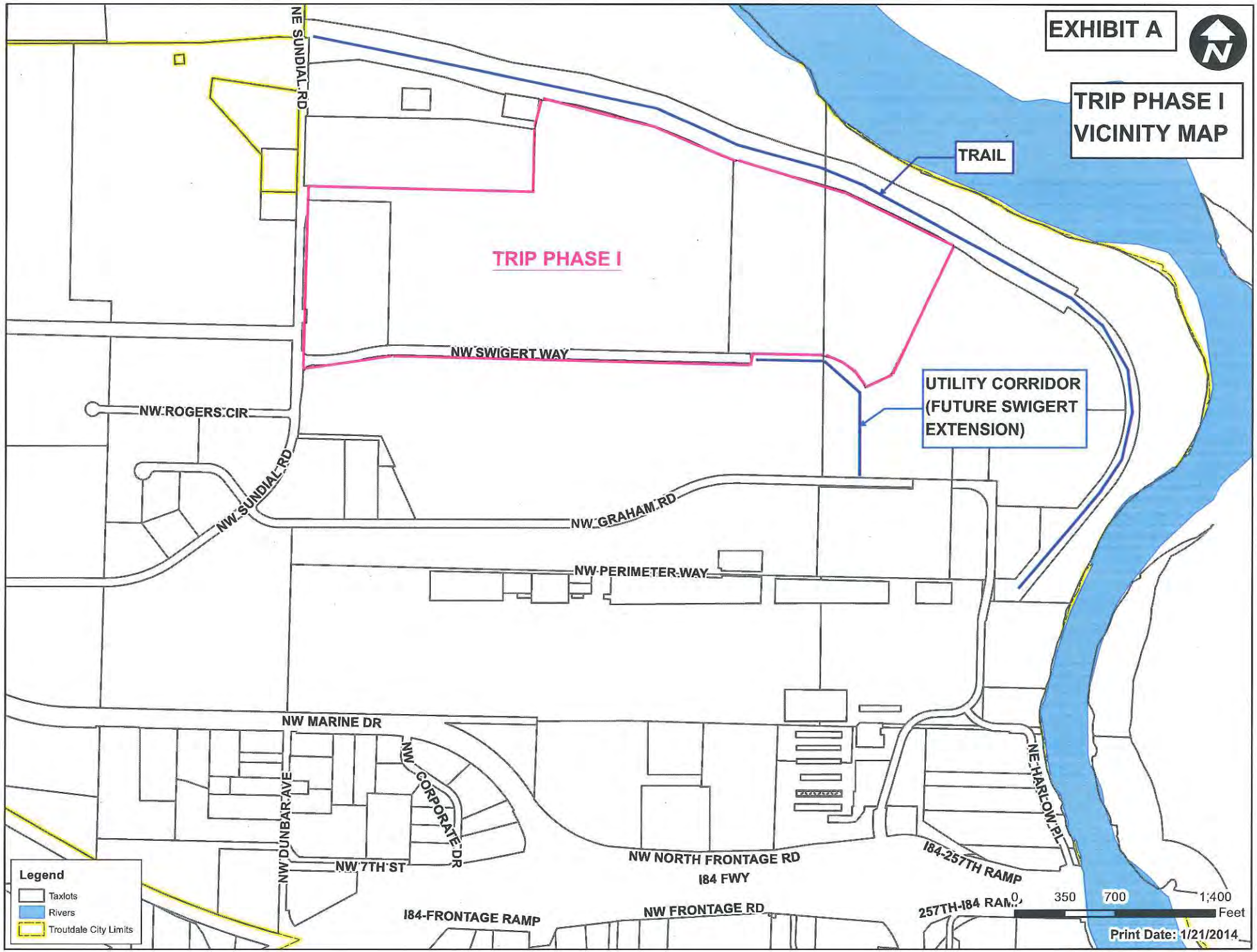


EXHIBIT A
TRIP PHASE I
VICINITY MAP
TRAIL
TRIP PHASE I
NE SUNDIAL RD
NW SWIGERT WAY
UTILITY CORRIDOR
(FUTURE SWIGERT
EXTENSION)
NW ROGERS CIR
NW SUNDIAL RD
NW GRAHAM RD
NW PERIMETER WAY
NW MARINE DR
NW DUNBAR AVE
NW CORPORATE DR
NW 7TH ST
NW NORTH FRONTAGE RD
I84 FWY
I84-257TH RAMP
NE HARLOW PL
257TH-I84 RAMP
I84-FRONTAGE RAMP
NW FRONTAGE RD
Legend
Taxlots
Rivers
Troutdale City Limits
0
350
700
1,400
Feet
Print Date: 1/21/2014

TROUTDALE REYNOLDS INDUSTRIAL PARK INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into as of the Effective Date as defined in this Agreement between the CITY OF TROUTDALE ("City"), a municipal corporation, and THE PORT OF PORTLAND ("Port"), a port district of the state of Oregon (individually a "Party" and collectively the "Parties"), in connection with the Port's proposed development and dedication of that portion of the "Troutdale Reynolds Industrial Park Property" or "TRIP Property," located in Troutdale, Oregon, as depicted in **Exhibit A** to this Agreement, including the Swigert Way Infrastructure and the Swigert Way Corridor, as depicted in **Exhibit B**, utilities, roads, pump stations, as depicted in **Exhibit C**, rights of way and other property proposed for dedication (collectively the proposed "Public Improvements") as more specifically defined herein.

RECITALS

A. WHEREAS, the Port owns and is proposing redevelopment of the TRIP Property into industrial and commercial facilities as shown on the TRIP Master Plan attached as **Exhibit D;**

B. WHEREAS, in connection with such redevelopment the Port requested and received City annexation approval of a portion of the TRIP Property on February 28, 2007, and City preliminary approval of a major partition plat on August 15, 2007;

C. WHEREAS, the TRIP Property has been listed as the Reynolds Metals Superfund Site, Troutdale, on the United States Environmental Protection Agency ("EPA") National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") and listed on the Oregon Department of Environmental Quality ("DEQ") Confirmed Release List and Inventory under ORS Chapter 465;

D. WHEREAS, the TRIP Property has been and continues to be remediated under a Consent Decree, Case No. 3:08-cv-00108-KI, between the United States and Reynolds Metals Company, its successors and assigns ("Reynolds") and Alcoa, Inc., its successors and assigns ("Alcoa") entered in the United States District Court for the District of Oregon on September 10, 2008 ("United States Consent Decree" as defined in Section 25.28) and a Consent Judgment, Case No. 0810-14363, between the State of Oregon and Reynolds entered in the Multnomah County Circuit Court on October 10, 2008 ("State of Oregon Consent Judgment"), each requiring implementation of the Final Record of Decision issued by EPA with the concurrence of DEQ on September 29, 2006 ("ROD") and compliance with the Reynolds-DEQ Easement and Equitable Servitudes dated December 19, 2007, and the Reynolds-Oregon Department of Parks and Recreation Conservation Easement dated December 13, 2007 (collectively the "Reynolds Remedial Action Requirements," defined in Section 25.24);

E. WHEREAS, known residual fluoride groundwater contamination and other residual contamination associated with the historical operation of an aluminum smelter remains on the TRIP Property as components of Removal (as defined in Section 25.21) and Remedial Action (as defined in Section 25.22) approved by EPA and DEQ under the terms and conditions of the Reynolds Remedial Action Requirements;

F. WHEREAS, the Port acquired the TRIP Property on December 21, 2007, free of liability for known and unknown existing hazardous materials releases on the Site as of that date ("Reynolds Contamination" defined in Section 25.23) pursuant to state and federal law, including a consent judgment entered into between the Port and the State of Oregon on December 18, 2007, in settlement of Multnomah County Circuit Court Case No. 0712-15146 ("Port Consent Judgment" defined in Section 25.16) and the Bona Fide Prospective Purchaser defense ("BFPP Defense" defined in Section 25.2) pursuant to CERCLA Section 107(r), 42 USC § 9607(r);

G. WHEREAS, the Port has certain obligations under the Port Consent Judgment and certain continuing obligations under the BFPP Defense in order to maintain its non-liability for the Reynolds Contamination (collectively the "Port Continuing Obligations" defined in Section 25.17);

H. WHEREAS, in connection with the redevelopment of the TRIP Property the Port is constructing the Public Improvements, including the Swigert Way Corridor as illustrated in **Exhibit B** and the Swigert Way Infrastructure as illustrated in **Exhibit C**;

I. WHEREAS, it is the intent of the Port and the City that any ownership or operational obligations related to the Public Improvements, if accepted by the City, are transferred to the City in a manner that protects the City from any and all costs and expenses or liability associated with any "Existing Hazardous Materials Releases" (defined in Section 26.12) to, in, on, or from the Public Improvements, provided that the Port shall not be liable to the City for such costs or expenses occurring after the dedication and acceptance of the Public Improvements by the City to the extent that (i) they result solely from acts or omissions of third parties as set forth in this Agreement or (ii) result from a Hazardous Materials Release caused by the negligence or willful misconduct of the City. In addition the City has agreed not to seek reimbursement for City Operating Expenses as defined in Section 25.3 from the City's reimbursement requests to the Port, as applicable;

J. WHEREAS, prior to finalizing, approving, and recording the Final Plat (defined in Section 25.8), the City may seek the necessary authorizations from City Council to exercise its eminent domain authority through purchase or condemnation of the proposed Public Improvements;

K. WHEREAS, in connection with the construction of the Public Improvements the Port has provided the City OSHA 24-Hour Hazardous Waste Operations and Emergency Response ("HAZWOPER") training, shared the Port's consultants' project specific health and safety plans with the City, and made Port

employees familiar with the health and safety requirements associated with the construction of the Public Improvements available to the City.

NOW, THEREFORE, in consideration of the mutual benefits and obligations of the Parties in constructing, dedicating, and operating the Public Improvements on the TRIP Property, the Parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

1. Recitals incorporated.

The Recitals are incorporated into this Agreement by this reference.

2. Liability Related to Construction of Public Improvements.

The Port releases the City from any and all liability to the Port or any person acting by or through the Port arising from or related to work performed on or concerning the TRIP Property by the Port, its employees, agents, or contractors, that was authorized by the City prior to, through and including dedication and acceptance of the Public Improvements by the City, including without limitation, authorization by building permits, construction, or land use approvals, lot line adjustments or other authorizations for development of, or construction at the TRIP Property.

3. Port Continuing Obligations

The Port shall continue to satisfy the Port Continuing Obligations arising from the TRIP Property, including, without limitation, the Public Improvements.

4. Port Obligation to Provide Environmental Information to the City

Upon request by the City, the Port shall promptly provide the City access to all environmental site assessments, analyses, data and information it possesses or obtains related to the TRIP Property that may affect or concern the Public Improvements.

5. Conditions Precedent to Final Plat Approval, Dedication and Acceptance of Public Improvements

Prior to the City's approval and recordation of the Final Plat and the City's acquisition of any easement or operational interest in the Public Improvements, the following conditions shall be met:

5.1 Five Foot Limit to Easement Depth

The Final Plat shall note that the extent of the easement interest being dedicated to the City shall extend to a depth not exceeding five (5) feet below any utility systems installed beneath the ground surface of the Public Improvements.

5.2 Port Health and Safety Planning and Related Costs and Expenses

The Port shall, at the Port's sole cost and expense, have shared with the City its health and safety plans and health and safety compliance planning work for constructing the Public Improvements and shall have made the Port employees familiar with the health and safety requirements associated with construction activities relating to the Public Improvements available to the City.

5.3 Port to Address Hazardous Materials Releases Encountered During Construction

As between the Port and the City, the Port shall, at the Port's sole cost and expense, or shall arrange for another person to, contain, excavate, remove, or remediate as required by the Reynolds Remedial Action Requirements, the Contaminated Media Management Plan ("CMMP" as defined in Section 25.6) and all Applicable Law, any and all contaminated soils, groundwater, or other media encountered or generated during construction of the Public Improvements or in preparing a site for construction that abuts the Public Improvements.

5.4 Public Improvements Operation and Maintenance Plan; Health and Safety Plan Requirements

In cooperation with the City, the Port at the Port's sole cost and expense, shall prepare an Operations and Maintenance Plan for the Public Improvements ("O&M Plan") for use by the City. The Parties intend to obtain DEQ review and approval of the O&M Plan for use as nonbinding guidance for Operation and Maintenance of the Public Improvements; however, DEQ approval is not a condition of the Port's obligations regarding the O&M Plan under this Agreement. The O&M Plan shall be prepared in accordance with the CMMP and address, including without limitation, corrections to unpermitted inflow or infiltration into the sanitary and stormwater systems within the Public Improvements, and management of existing engineering and institutional controls, for Existing Hazardous Materials Releases. The O&M Plan shall contain, at a minimum, the following components:

5.4.1 A Health and Safety Plan defining the health and safety compliance and training necessary, additive to standard municipal government health and safety compliance and training, that will enable any person that may encounter Existing Hazardous Materials Releases to safely perform operation and maintenance activities for the Public Improvements;

5.4.2 Modified contaminated media management procedures and requirements consistent with the procedures and requirements of the CMMP to address: (i) preventing infiltration into and inflow within the sanitary and stormwater systems of Existing Hazardous Materials Releases that are not otherwise permitted releases under the National Pollutant Discharge Elimination System ("NPDES") program and correcting any City of Troutdale NPDES MS4 or POTW permit violations or other issues resulting from the unpermitted infiltration or inflow of such Existing Hazardous Materials

Releases; (ii) responding to any known Existing Hazardous Material Releases and future discovery of currently unknown Existing Hazardous Materials Releases to, on, in, or from the Public Improvements that are necessary to encounter, contain in place, work around, remove, remediate, dispose of, or otherwise manage in order to perform operation and maintenance of the Public Improvements;

5.4.3 Procedures for dealing with emergencies or other unanticipated situations involving the re-release of Existing Hazardous Materials Releases;

5.4.4 Procedures for the Port, the City and their representatives to access the Public Improvements to implement any of the provisions of the O&M Plan, including but not limited to party notification requirements and pre-approval, insurance, and indemnity requirements for contractors; and

5.4.5 Description of the components of the O&M Plan that will be implemented or funded by the Port and which components will be implemented or funded by the City.

6. Post Plat Approval and Recordation Reimbursement Obligations Regarding Hazardous Materials Releases

6.1 After dedication to and acceptance by the City of the Public Improvements, the Port shall reimburse the City for all costs and expenses not including City Operating Expenses incurred by the City related to or arising from Existing Hazardous Materials Releases to, in, on, or from the Public Improvements that the City in its reasonable discretion deems necessary to carry out its municipal duties, including without limitation, Existing Hazardous Materials Releases to soil, groundwater, or other media encountered to, on, in or from the area of the Public Improvements, dewatering or disposal costs; provided however, the Port shall not be liable to the City to the extent that such costs, expenses or damages relating to or arising from Existing Hazardous Material Releases are caused by the negligence or willful misconduct of the City, or to the extent that such costs, expenses or damages result solely from the acts or omissions of a third party, after dedication and acceptance of the Public Improvements by the City. For purposes of this Subsection, "third party" does not include the Port's agents, contractors or any Port lessee whose leasehold abuts the Public Improvements. In addition, the Port shall reimburse the City for the City's reasonable third party consulting costs in reviewing the O&M Plan in the amount of $4500.00, and the Port shall reimburse the City for all costs associated with providing employee training as deemed necessary by the City and the Port, taking into account environmental conditions elsewhere in the City and Applicable Law, for the proper operation, maintenance, repair or replacement of the Public Improvements.

6.2 The City shall notify the Port as soon as practicable after the City has actual knowledge of any Hazardous Materials Releases detected in the area of the Public Improvements or any emergency relating to the Public Improvements that the City determines may require excavation or dewatering in response to such emergency. Except

as set forth in this Subsection 6.2 for emergencies, in the event that the City does not receive a written response from the Port containing specific instructions for the prompt removal of any Hazardous Materials by the Port within two week(s) of the City's notice to the Port described in this Subsection 6.2, then the City may in its sole discretion elect to remove and dispose of any such Hazardous Materials in accordance with Applicable Law and seek reimbursement from the Port pursuant to the terms of this Agreement. In situations that the City, in its sole discretion, deems necessary to address any emergency, including without limitation, dewatering, disposal or other Removal actions, response from the Port shall not be required for purposes of reimbursement under this Agreement.

6.3 Costs or expenses incurred by the City under this Section 6 shall be reimbursed in full by the Port within thirty (30) days of delivery of the City's invoices with reasonable backup documentation to the Port. Reasonable backup documentation shall include: 1) invoices containing information describing the work performed, the employees or contractors who performed the work and their hourly rate, and 2) all laboratory or field analyses and waste disposal documentation available to the City concerning the invoiced matter, as applicable.

6.4 For the purposes of this Section 6, the Parties agree that "Passive Migration" (as defined in Section 25.15) of Existing Hazardous Materials Releases into or from the Public Improvements shall not constitute negligence or willful misconduct.

7. Indemnity

To the extent permitted by Oregon law and subject, whenever applicable, to the limitations of liability of the Oregon Tort Claims Act provided that notwithstanding the preceding condition, the Port fund the obligations to the City of this Section 7 up to and including the limits set forth in Section 7.3, the Port shall, at its sole cost and expense, defend (with attorneys, consultants and experts chosen by mutual agreement of the Parties), hold harmless, and indemnify the City from and against any and all claims (whether statutory or common law, administrative or judicial), demands or, notices of claim, notices of violation, causes of action, actions, and suits of every kind and character by a third party against the City, including, without limitation, claims for death, personal injury, property damage or any other damage, penalty, fines, fees, losses, expenses, costs, obligations, recoveries, liens, or costs of investigation, monitoring, removal, and remedial actions, or natural resources damages or restoration, that arise out of, or are related to the Existing Hazardous Materials Releases to, on, in, or from the Public Improvements, or the acts or omissions of the Port, its contractors, lessees of the Property abutting the Public Improvements that exacerbate or contribute to the Existing Hazardous Materials Releases to, on, in, or from the Public Improvements, including, without limitation, claims arising out of or relating to the following situations: (i) an Existing Hazardous Materials Release to, in, on or from the Public Improvements, regardless of whether or not caused by the Port or by acts or omissions within the control of the Port; (ii) negligence by the Port or its contractors in implementing the O&M or CMMP requirements relating to or affecting the Public Improvements; and (iii) the failure of the Port to comply with the terms and conditions of this Agreement. The Parties shall cooperate in carrying out the obligations of this Section 7.

7.1 The obligations of the Port under this Section 7 shall not apply to a Hazardous Materials Release to the extent such a release is caused by the negligence or willful misconduct of the City, or to the extent such a release results solely from the acts or omissions of a third party, occurring after the dedication and acceptance of the Public Improvements by the City. For purposes of this Subsection 7.1, "third party" does not include the Port's agents, contractors or any Port lessee whose leasehold abuts the Public Improvements.

7.2 For the purposes of this Section 7, the Parties agree that "Passive Migration" (as defined in Section 25.15) of Existing Hazardous Materials Releases into or from the Public Improvements shall not constitute negligence or willful misconduct.

7.3 The obligations of the Port under this Section 7 shall be satisfied from legally available Non-Tax Revenue funds (as defined in Section 25.10) available after dedication and acceptance of the Public Improvements for the period set forth in Section 7.5 at the dollar amounts set forth in this Section 7.3 from the Port's General Fund, provided that the Port shall not be obligated to indemnify the City for more than: (i) $2,000,000.00 (two million) US DOLLARS in respect of all claims except claims in this Section 7 for damages to natural resources under state or federal law (in respect of which the indemnity obligation shall be no more than an additional $3,500,000 (three and one-half million) US DOLLARS) for a total indemnity limit of all claims of $5,500,000 (five and one-half million) US DOLLARS, if before acceptance and dedication of the Public Improvements the City enters into a consent judgment with Oregon Department of Environmental Quality under ORS 465.327 and makes a good faith effort to establish, in its sole discretion, the elements of the BFPP Defense, as defined in Subsection 25.2; (ii) if the City does not enter into a consent judgment as described in Subsection 7.3 and make a good faith effort to establish, in the City's sole discretion, the elements of the BFPP Defense then the total indemnity limit shall be **$2,000,000 (two million) US DOLLARS**) in respect of any and all claims. The City's good faith effort to establish the elements of the BFPP Defense shall be conclusively presumed to have occurred unless the Port delivers written notice to the City on or before the earlier of: a) 90 days after the Effective Date, or b) 10 days prior to the final inspection of the Public Improvements. The Port's notice shall set forth the specific reasons why it believes the City has not made the good faith effort. The City shall notify the Port within 10 business days of receiving the Port's notice setting forth the City's proposed cure. Nothing contained in this Subsection 7.3 shall be construed as obligating the Port's current or future tax revenue funds paid into the Port's General Fund or as obligating any aviation revenues to meet the Port's indemnity requirements under this Agreement.

7.4 Nothing contained in this Section 7 shall be construed as relieving Reynolds Metals Company of any environmental and natural resources removal, remediation, restoration, or indemnity obligations in respect of Existing Hazardous Materials Releases to, on, in, or from the Public Improvements under the Reynolds Remedial Action Requirements and the Port - Reynolds Metals Purchase and Sale Agreement, as amended, dated September 8, 2004, with respect to the Port and its successors and assigns, and specifically with respect to any governmental agency.

7.5 With regard to current property owners and occupants adjacent to the Property who are notified in writing by the Port by certified mail return receipt requested substantially in the form attached as **Exhibit E** of the presence of the Existing Hazardous Materials Releases on or in the vicinity of their property, the Port's obligations to indemnify the City under this Section 7 will expire the later of: (i) ten (10) years after the date EPA issues its Certification of Completion of the work required under the United States Consent Decree; (ii) ten (10) years after the date the property owners are notified by the Port; or (iii) ten (10) years after the recording of the Final Plat in Multnomah County title records. With regard to future owners and occupants on the Property, the Port's obligations to the City under this Section 7 will expire either the earlier of: (a) the date the Port secures a written release of liability substantially in the form attached as **Exhibit F** from such owners and occupants in favor of the City regarding the Existing Hazardous Materials Releases or if no written release is obtained, the later of ten (10) years after the date EPA issues its Certification of Completion under the United States Consent Decree; or (b) ten (10) years after such owners and occupants are notified in writing by certified mail return receipt requested by the Port substantially in the form attached as **Exhibit G** of the presence of the Existing Hazardous Materials Releases.

7.5.1 In any other respect, the Port's obligations to the City under this Section 7 shall expire twenty (20) years from the Effective Date of this Agreement.

8. Final Plat Approval and Recordation

If after the completion of the activities in Section 5 the City decides to accept the Public Improvements, upon the City's determination that all conditions for dedication, recording the Final Plat, and acceptance have been met by the Port, the City shall promptly process the Final Plat for approval and recordation.

9. Effective Date of Port's Sections 6 and 7 Obligations

The Port's obligations under Sections 6 and 7 shall become effective upon the earlier of: (i) the City's acceptance of the Public Improvements or (ii) recordation of the Final Plat.

10. City Reserves Right to Decline Dedication.

In the event that the City determines, in its sole discretion, that the condition of the TRIP Property poses an unacceptable risk to the City or the health and welfare of the citizens or environment of the City of Troutdale, the City may refuse to acquire an easement or operational interest in any or all of the Public Improvements.

11. No New Leases or Uses.

After the Effective Date of this Agreement, the Port shall not enter into any new lease relating to the Public Improvements or authorize any use of the Public Improvements without the written consent of the City; provided, however, that this provision shall not apply if the City declines to accept dedication of the Public Improvements.

12. Amendment and Modification.

This Agreement may be amended, modified, or supplemented only by a written agreement signed by the Parties.

13. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

To the City:

City of Troutdale
Attn: City Administrator
104 SE Kibling Avenue
Troutdale OR 97060-2099

With a copy to:

City of Troutdale
Attn: City Attorney
104 SE Kibling Avenue
Troutdale, OR 97060-2099

Douglas C. MacCourt
Ater Wynne LLP
Suite 900
1331 NW Lovejoy St.
Portland, OR 97209

To the Port:

The Port of Portland
Attn: General Manager of Industrial Development
P.O. Box 3529
Portland, OR 97208

With a copy to:

The Port of Portland
Legal Department
Attn: General Counsel
P.O. Box 3529
Portland, OR 97208

Any such notices may be sent by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (ii) a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (iii) facsimile transmission with a same day copy by First Class Mail, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed.

14. Governing Law

All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance applicable to contracts, will be governed by the laws of the State of Oregon.

15. Counterparts

This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original, binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

16. Entire Agreement

This Agreement and any other document to be developed or furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

17. Severability

Any term or provision of this Agreement that is determined by final action of a court to be invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

18. Permits and Approvals

The Port represents and warrants that it has obtained, is currently in compliance with, and shall obtain all necessary permits, approvals, and authorizations, including environmental permits and approvals under Applicable Laws, and shall comply with all Applicable Law, governing construction of the Public Improvements.

19. Attorneys' Fees

The prevailing Party in any suit or proceeding, including arbitration proceedings, shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the decision-maker for good cause determines otherwise.

20. Dispute Resolution

Should the Parties dispute any matter under this Agreement, the disputing Party shall provide written notice of its dispute to the other Party and the Parties shall attempt in good faith to resolve the dispute through negotiation within fifteen (15) days of receipt of such notice. If the Parties are unable to resolve the dispute within fifteen (15) days, or longer if mutually agreed between the Parties, then the disputing Party may file an action in Multnomah County Circuit Court. The Parties may elect to mediate or arbitrate any dispute upon mutual written agreement of the Parties. For any matters that are not in dispute, the Parties are not relieved of any obligation to perform or conduct such activities and submit deliverables for which the Party has responsibility under this Agreement while a dispute is pending.

21. Rights and Obligations Run with the Land

The Parties agree that the rights and obligations set forth in this Agreement touch and concern the TRIP Property (as described in the Final Plat) and those rights and obligations shall run with the land. This Agreement, or upon mutual agreement of the Parties, a document summarizing the obligations of the Parties set forth in this Agreement relating to the Public Improvements and the Property in the vicinity of the Public Improvements, shall be recorded with the Final Plat and with the Easement Deeds in the Multnomah County Title Records.

22. Exhibits

All Exhibits referenced and attached to this Agreement are hereby incorporated herein.

23. Termination and Survival

This Agreement may only be terminated by mutual agreement of the Parties prior to the City's approval of the Final Plat and the City's acquisition of any easement or operational interest in the Public Improvements. If so terminated, the City will cease processing the Final Plat and except for the Parties' obligations under Sections 3, 4, 5.1,

5.2 and 5.4 through 12, the remaining terms and conditions under this Agreement shall continue and survive in full force and effect. If the City approves the Final Plat and the City accepts the Public Improvements, Section 7 of this Agreement shall terminate pursuant to the deadlines set forth in Section 7.5, and all other terms and conditions of this Agreement shall continue and survive in full force and effect..

24. Successors and Assigns; Assignment of Agreement

This Agreement shall be binding on the successors and assigns of the Parties. This Agreement may be assigned upon consent of the non-assigning Party, which consent shall not be unreasonably withheld, provided that either Party may assign the Agreement to an entity that is wholly owned and controlled by that Party.

25. Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

25.1 "Applicable Law" shall mean, without limitation, any federal, state or local statute, common law, regulation or ordinance, any judicial or administrative rule or order, permit or other authorization, whether now existing or hereinafter enacted, promulgated, issued, or amended.

25.2 "BFPP Defense" means the bona fide prospective purchaser defense under CERCLA section 107(r), 42 USC § 9607(r).

25.3 "City Operating Expenses" means for the purposes of billing the Port pursuant to Section 6.3 of this Agreement, the City shall not seek reimbursement for the typical costs and expenses as determined by the City that are incurred by the City for conducting operation and maintenance activities on facilities owned and operated by the City where such facilities have no known or suspected Hazardous Materials Release.

25.4 "City Phase I ESA" means the environmental site assessment conducted consistent with ASTM E-1527 for the City.

25.5 "City Phase II ESA" means the environmental site assessment that addresses any data gaps identified in the City Phase I ESA for the City.

25.6 Contaminated Media Management Plan ("CMMP") means the Contaminated Media Management Plan for the Reynolds Metals Superfund Site approved by Environmental Protection Agency Region 10 and Oregon Department of Environmental Quality.

25.7 "Effective Date" is June 1, 2009, the date on which both Parties received authorization for entering into the original Agreement and executed that Agreement.

25.8 "Final Plat" means the final plat of the Property, defined in Section 25.19, approved by the City of Troutdale and Multnomah County and recorded in the title records of Multnomah County.

25.9 "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance, including without limitation asbestos, petroleum, and petroleum products (including crude oil), which is or becomes defined, determined or identified as hazardous or toxic under any Applicable Law. Without limiting the generality of the foregoing, the term shall mean and include:

25.9.1 "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;

25.9.2 "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

25.9.3 "Hazardous Materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

25.9.4 "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

25.10 "Non-Tax Revenues" shall mean any funds, grants, revenues or monies now existing or hereafter received by the Port, which are not derived from the general tax revenues of the Port.

25.11 "O&M Plan" means the operation and maintenance plan described in Section 5.4.

25.12 "Existing Hazardous Materials Releases" shall mean all Hazardous Materials Releases prior to the Effective Date of this Agreement, including the Reynolds Contamination, the Hazardous Materials Releases documented in or consistent with the following documents: (i) Port's Environmental Site Assessment, RMC/Alcoa Facility, Troutdale, Oregon dated August 16, 2005, as supplemented by the Supplemental Environmental Site assessment, RMC/Alcoa Facility, Troutdale, Oregon dated December 13, 2007; (ii) ATC Associates, Inc.'s Reynolds Site Phase 1 Environmental Site Assessment dated August 15, 2007; (iii) ATC Associates, Inc.'s Revised Phase II Site Assessment dated December 13, 2007; (iv) ATC Associates, Inc.'s Phase I Site Assessment Update dated February 22, 2008; (v) ATC Phase I ESA Update dated August 29, 2008; (vi) the Bridgewater Phase I Environmental Site Assessment dated March, 2009; (vii) the Bridgewater Phase II Environmental Site Assessment dated April, 2009; (viii) the Bridgewater Final Phase I Environmental Site Assessment Update dated November 8, 2010; any Hazardous Materials Release during construction of the Public Improvements; and any Hazardous Materials Release caused by or arising from the acts

or omissions of the Port, its contractors and Lessees related to the Public Improvements. For purposes of this Subsection 25.12, any subsurface Hazardous Materials Release to, on, in or from the Public Improvements shall be presumed to be an Existing Hazardous Materials Release unless such presumption is rebutted by a preponderance of the facts and reasonable technical and scientific evidence.

25.13 "Hazardous Materials Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, placing, leaving, escaping, leaching, dumping, discarding, burying, abandoning, passive migration, or disposing into the environment (whether natural or constructed environment) of any Hazardous Materials, including but not limited to Existing Hazardous Materials Releases, the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials, or threat thereof, except for a Hazardous Materials Release specifically authorized by a current and valid permit with which the permittee is in compliance at the time of the release.

25.14 "Investigation" shall mean any inspection, assessment, testing, analysis, observation, due diligence, or preparation or dissemination of any report or document concerning any environmental condition on, under, or arising from, related to or concerning the TRIP Property or the Public Improvements.

25.15 "Passive Migration" shall mean any Hazardous Materials Release that is not caused by human intervention, but shall not include infiltration or inflow into the City's Publicly Owned Treatment Works (POTW) or storm sewer system (MS4) caused by the negligence or willful misconduct of the City.

25.16 "Port Consent Judgment" means the consent judgment entered into between the Port and the State of Oregon on December 18, 2007, in settlement of Multnomah County Circuit Court Case No. 0712-15146.

25.17 "Port Continuing Obligations" means the Port's obligations under the Port Consent Judgment and certain continuing obligations under the 42 USC §9607(r) bona fide prospective purchaser defense to maintain the Port's non-liability for the Reynolds Contamination.

25.18 "Preliminary Plat" means the preliminary approval of a major partition plat for the Property by the Planning Commission of the City of Troutdale on August 15, 2007.

25.19 "Property" means the property that is the subject of the Preliminary Plat or the Public Improvements.

25.20 "Public Improvements" shall mean that part of the Port's proposed subdivision of the TRIP Property, including without limitation, the Swigert Way Corridor described in Exhibit B, and the Swigert Way Infrastructure including all rights of way, roads, water lines, sanitary sewers (including force mains), storm sewers, utility conduits, pump stations, described in Exhibits B and C, pedestrian, vehicular, and landscape

facilities, and any other property to be dedicated to the City pursuant to the Final Plat or otherwise accepted by the City.

25.21 "Removal" means the cleanup or removal of a released Hazardous Material from the environment, such actions as may be necessary to be taken in the event of the threat of release of a Hazardous Material into the environment, such actions as may be necessary to monitor, assess, and evaluate the Release or threat of release of a Hazardous Material, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health, safety, welfare, or to the environment, that may otherwise result from a Release or threat of release. "Removal" also includes but is not limited to security fencing or other measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals, any actions taken under ORS Chapter 465, and 42 U.S.C. §9601 to 9675, as may be amended from time to time, and any emergency assistance which may be provided under the Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.*

25.22 "Remedial Action" means those actions taken instead of or in addition to Removal actions in the event of a Release or threat of release of a Hazardous Material into the environment, to prevent or minimize the Release of a Hazardous Material so that it does not migrate to cause substantial danger to present or future public health, safety, welfare, or the environment. "Remedial Action" includes, but is not limited to:

25.22.1 Such actions at the location of the Release as storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released Hazardous Materials and associated contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration, provision of alternative water supplies, and any monitoring reasonably required to assure that the actions protect the public health, safety, welfare and the environment.

25.22.2 Offsite transport and offsite storage, treatment, destruction or secure disposition of Hazardous Materials and associated, contaminated materials.

25.22.3 Such actions as may be necessary or required to monitor, assess, evaluate or investigate a Release or threat of release.

25.22.4 Permanent relocation of residences and businesses and community facilities, if necessary or appropriate.

25.23 "Reynolds Contamination" means known and unknown hazardous substance releases existing on the TRIP Property as of December 21, 2007, when the Port acquired the TRIP Property from Reynolds Metals Company.

25.24 "Reynolds Remedial Action Requirements" means the Consent Decree, Case No. 3:08-cv-00108-KI, between the United States and Reynolds Metals Company and Alcoa, Inc. ("Reynolds") entered in the United States District Court for the District of Oregon on September 10, 2008 ("United States Consent Decree"), and a Consent Judgment, Case No. 0810-14363, between the State of Oregon and Reynolds entered in the Multnomah County Circuit Court on October 10, 2008 ("State of Oregon Consent Judgment"), each requiring implementation of the Final Record of Decision issued by EPA with the concurrence of DEQ on September 29, 2006 ("ROD"), and compliance with the Reynolds-DEQ Easement and Equitable Servitudes dated December 19, 2007, and the Reynolds-Oregon Department of Parks and Recreation Conservation Easement dated December 13, 2007.

25.25 "Swigert Way Corridor" means the public right-of-way as illustrated in **Exhibit B**.

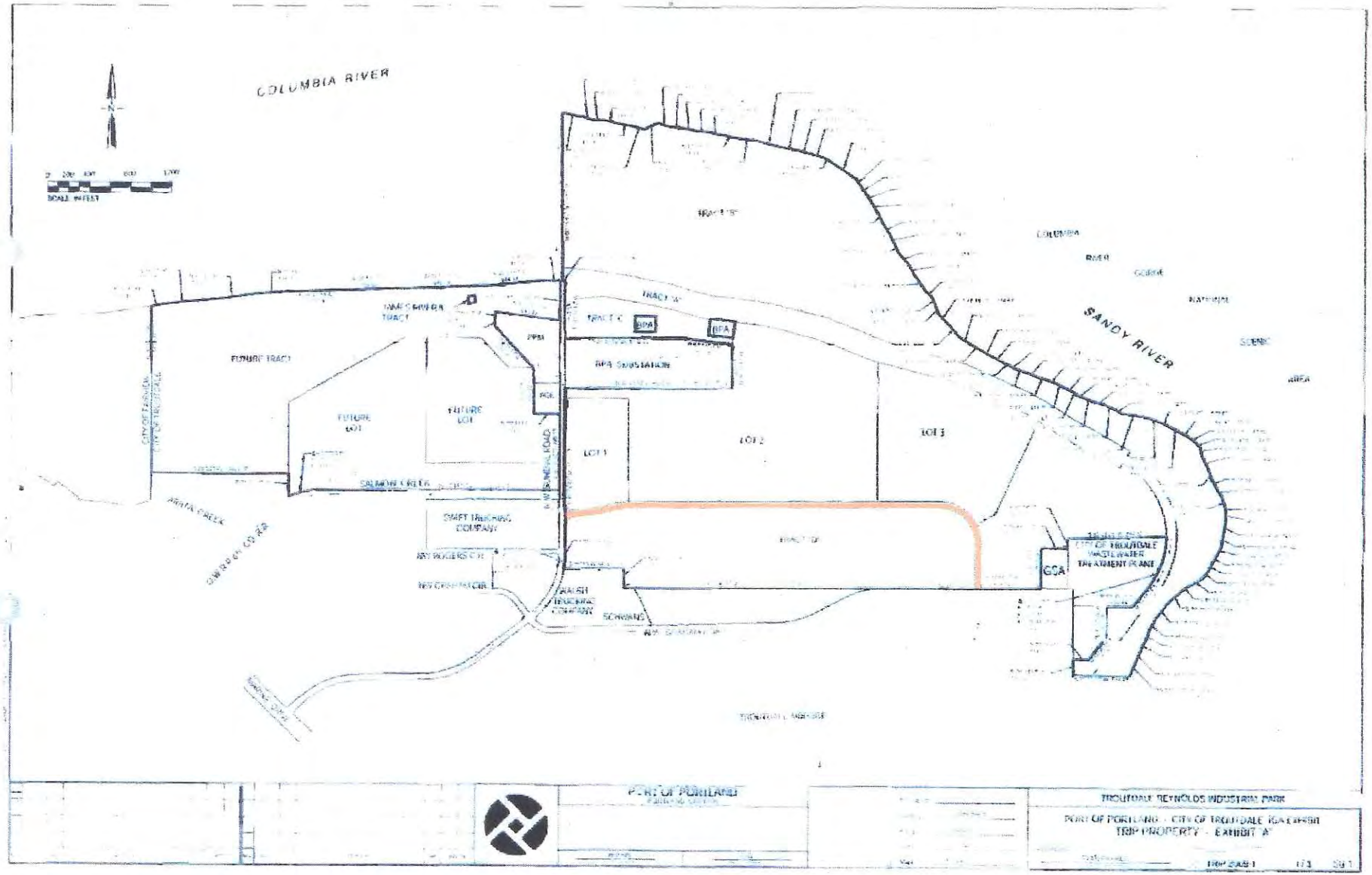
25.26 Swigert Way Infrastructure" means those Public Improvements illustrated in **Exhibits B and C**.

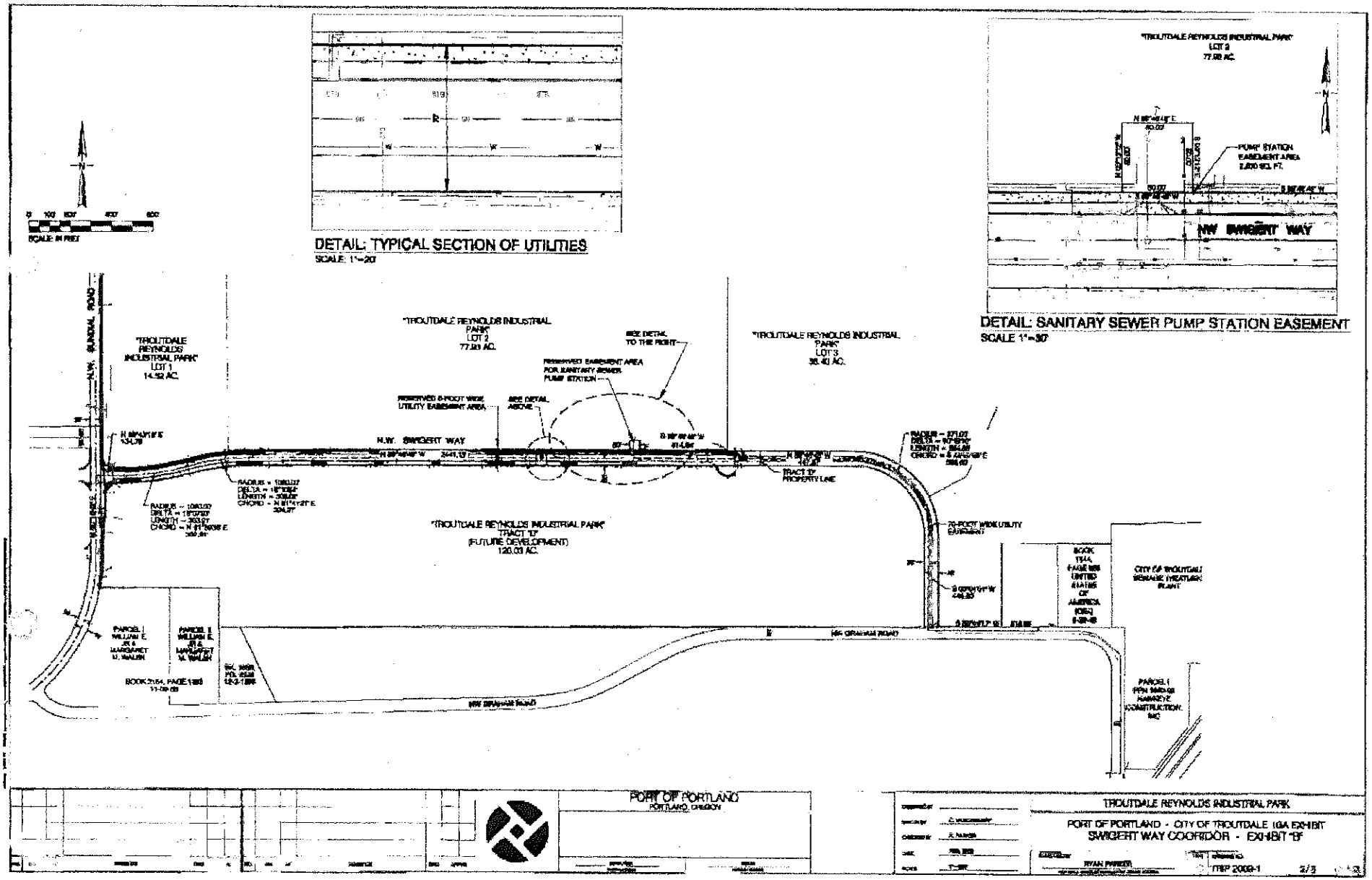
25.27 "TRIP Property" means the property purchased by the Port from Reynolds Metals Company on December 21, 2007 located within the City of Troutdale as described in **Exhibit A**.

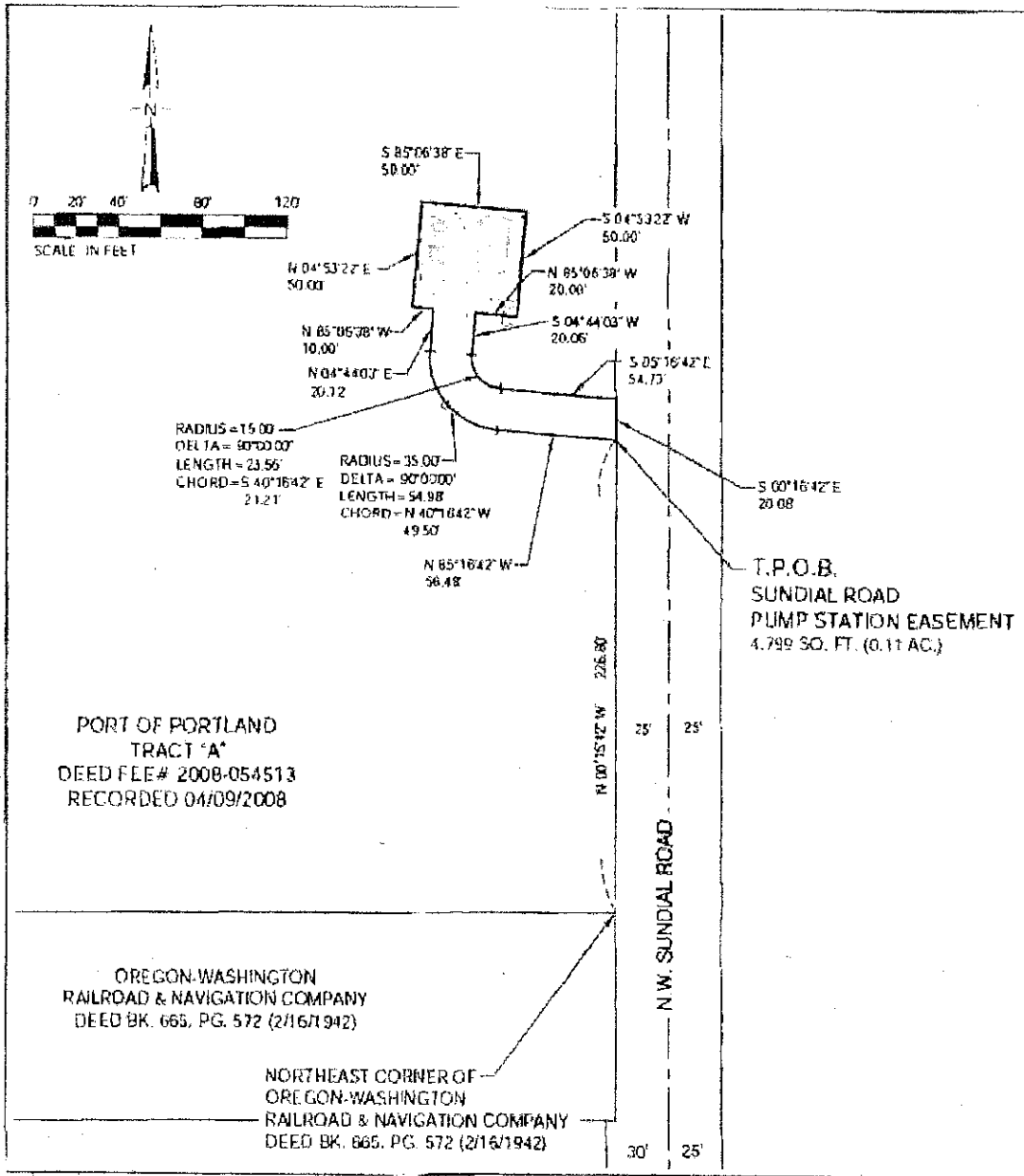
25.28 "United States Consent Decree" means the consent decree entered into between the United States and Reynolds Metals Company in Case No. 3:08-cv-00108-KI in the United States District Court for the District of Oregon;

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

CITY OF TROUTDALE	**THE PORT OF PORTLAND**
By:	By:
Printed Name: Jim Kight	Printed Name: Bill Wyatt
As Its: Mayor	As Its: Executive Director
Date: April 14, 2011	Date: 4/18/11
APPROVED AS TO THE LEGAL SUFFICIENCY FOR THE CITY	APPROVED AS TO THE LEGAL SUFFICIENCY FOR THE PORT
By:	By:
City Attorney	Counsel for the Port of Portland


COLUMBIA RIVER
SANDY RIVER
COLUMBIA
RIVER
GORGE
NATIONAL
SCENIC
AREA
SCALE IN FEET
TRACT "B"
TRACT "A"
TRACT "C"
BPA
BPA SUBSTATION
FUTURE TRACT
FUTURE LOT
FUTURE LOT
LOT 1
LOT 2
LOT 3
SALMON CREEK
DRAFT TRUCKING COMPANY
TRACT "D"
GCA
CITY OF TROUTDALE WASTEWATER TREATMENT PLANT
SCHWARZ
CITY OF TROUTDALE
CITY OF PORTLAND
ARATA CREEK
PORT OF PORTLAND
TROUTDALE REYNOLDS INDUSTRIAL PARK
PORT OF PORTLAND - CITY OF TROUTDALE IGA EXHIBIT
TRIP PROPERTY - EXHIBIT "A"

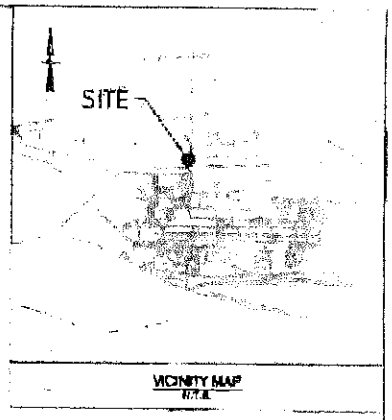

SCALE IN FEET
DETAIL: TYPICAL SECTION OF UTILITIES
SCALE: 1"=20'
DETAIL: SANITARY SEWER PUMP STATION EASEMENT
SCALE 1"=50'
"TROUTDALE REYNOLDS INDUSTRIAL PARK"
LOT 1
14.52 AC.
"TROUTDALE REYNOLDS INDUSTRIAL PARK"
LOT 2
77.00 AC.
"TROUTDALE REYNOLDS INDUSTRIAL PARK"
LOT 3
36.40 AC.
"TROUTDALE REYNOLDS INDUSTRIAL PARK"
TRACT "D"
(FUTURE DEVELOPMENT)
120.03 AC.
N.W. SWIGERT WAY
N.W. SUNDIAL ROAD
N.W. GRAHAM ROAD
PUMP STATION EASEMENT AREA
RESERVED EASEMENT AREA FOR SANITARY SEWER PUMP STATION
RESERVED 8-FOOT WIDE UTILITY EASEMENT AREA
SEE DETAIL ABOVE
SEE DETAIL TO THE RIGHT
TRACT "D" PROPERTY LINE
25-FOOT WIDE UTILITY EASEMENT
PARCEL I WILLIAM E. JR & MARGARET M. WALSH
PARCEL II WILLIAM E. III & MARGARET M. WALSH
BOOK 2154, PAGE 1188
CITY OF TROUTDALE WEMME WASTEWATER PLANT
PARCEL I HARVEYE CONSTRUCTION, INC
PORT OF PORTLAND
PORTLAND, OREGON
TROUTDALE REYNOLDS INDUSTRIAL PARK
PORT OF PORTLAND - CITY OF TROUTDALE IGA EXHIBIT
SWIGERT WAY CORRIDOR - EXHIBIT "B"
RYAN PARKER
ITEP 2009-1
2/3



NOTES:

THE PURPOSE OF THIS SURVEY IS TO SHOW THE LIMITS OF THE SUNDIAL ROAD PUMP STATION EASEMENT LOCATED JUST NORTH OF THE SALMON CREEK.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY No. 60128, FILED AT THE MULTNOMAH COUNTY SURVEYOR OFFICE.



SUNDIAL ROAD SANITARY SEWER PUMP STATION DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN DEED TO THE PORT OF PORTLAND IN DEED FEE No. 2008-054513, RECORDED APRIL 9, 2008 IN THE MULTNOMAH COUNTY DEED RECORDS, SAID PARCEL IS SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH DIAMETER IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ORION GPS" ON THE WEST RIGHT OF WAY LINE OF NW SUNDIAL ROAD AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY IN DEED BOOK 665, PAGE 572, ON FEBRUARY 16, 1942, AT THE MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°16'42" WEST, 226.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 85°16'42" WEST, 56.48 FEET TO A POINT OF CURVATURE; THENCE 54.98 FEET ALONG THE ARC OF A 35.00-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE LONG CHORD BEARS NORTH 40°16'42" WEST, 49.50 FEET); THENCE NORTH 04°44'03" EAST, 20.12 FEET; THENCE NORTH 85°06'38" WEST, 10.00 FEET; THENCE NORTH 04°53'22" EAST, 50.00 FEET; THENCE SOUTH 85°06'38" EAST, 50.00 FEET, THENCE SOUTH 04°53'22" WEST, 50.00 FEET; THENCE NORTH 85°06'38" WEST, 20.00 FEET; SOUTH 04°44'03" WEST, 20.06 FEET TO A POINT OF CURVATURE; THENCE 23.56 FEET ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE LONG CHORD BEARS SOUTH 40°16'42" EAST, 21.21 FEET); THENCE SOUTH 85°16'42" EAST, 54.73 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NW SUNDIAL ROAD; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 00°16'42" EAST, 20.08 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 4,799 SQUARE FEET, (0.11 ACRES) MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NUMBER 60128.

NO.	DATE	BY	REVISIONS	CKD	APPRVD		

PORT OF PORTLAND
PORTLAND, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
CHRISTOPHER VANDERWERF
4719
SIGNED
EXP. 6/30/2010

20030054	1284
DESIGN NUMBER	DATA CHANNEL

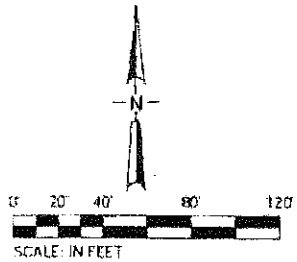
DESIGNED BY
DRAWN BY C. VANDERWERF
CHECKED BY D. ANDERSON
DATE APRIL 2009
SCALE 1"=40'

TROUTDALE REYNOLDS INDUSTRIAL PARK

PORT OF PORTLAND - CITY OF TROUTDALE IGA EXHIBIT
SUNDIAL SANITARY PUMP STATION EXHIBIT "C"

SUBMITTED BY
RYAN PARKER
TROUTDALE REYNOLDS INDUSTRIAL PARK MANAGER

TYPE EP
DRAWING NO. TRIP 2008-4 2/2 (SU-2)

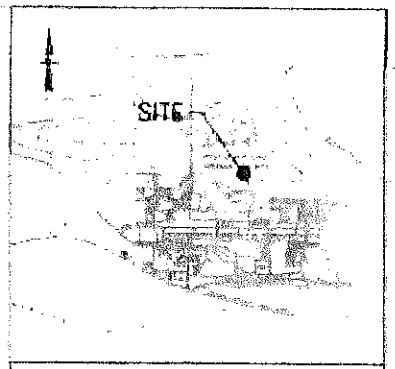


SWIGERT WAY SANITARY SEWER PUMP STATION DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "D.E.A INC." AT THE SOUTHEAST CORNER OF TRACT "2", AS DESCRIBED IN DEED FEE #2008-140037, RECORDED ON 10/03/2008, MULTNOMAH COUNTY DEED RECORDS, FROM WHICH A 4" BRASS DISC FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 23, BEARS SOUTH 15°20'10" EAST, 2709.60 FEET; THENCE, ALONG THE SOUTH LINE OF SAID TRACT "2", SOUTH 89°46'48" WEST, 414.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°46'48" WEST, 50.00 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°13'12" WEST, 50.00 FEET; THENCE NORTH 89°46'48" EAST, 50.00 FEET; THENCE SOUTH 00°13'12" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2,500 SQUARE FEET MORE OR LESS.

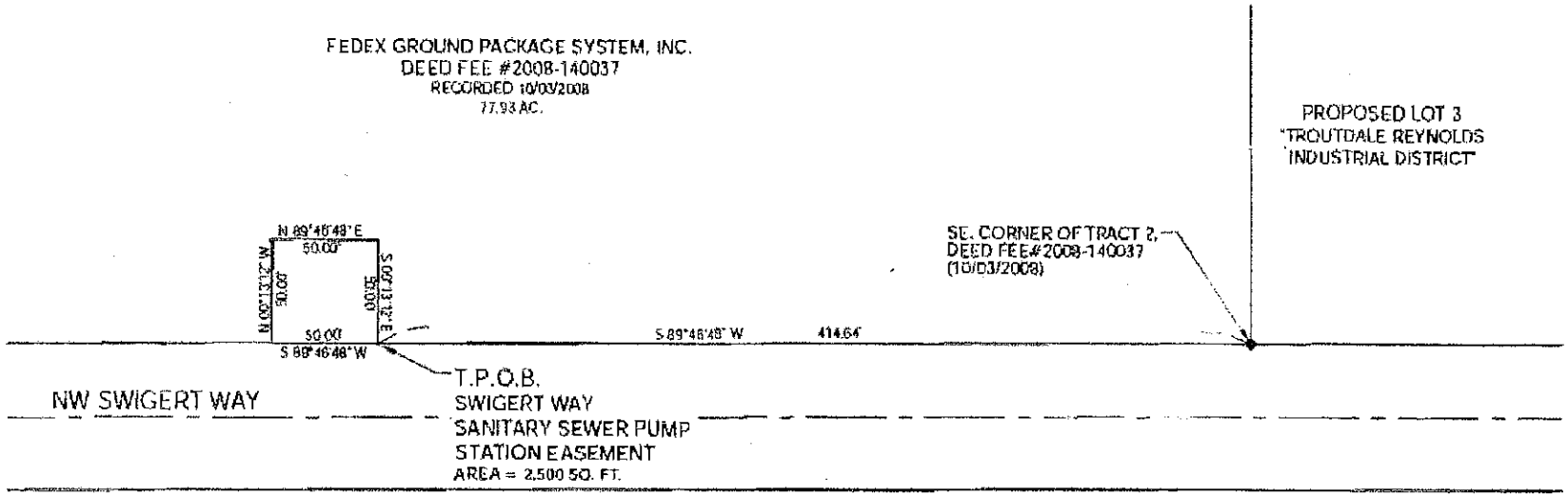
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS SURVEY NUMBER 61996 AS RECORDED IN MULTNOMAH COUNTY SURVEY RECORDS, MULTNOMAH COUNTY, OREGON.



VICINITY MAP
N.T.S.

NOTE:

1. THE BASIS OF BEARING FOR THIS EXHIBIT IS SURVEY NUMBER 61996 AS RECORDED IN MULTNOMAH COUNTY SURVEY RECORDS, MULTNOMAH COUNTY, OREGON DATED JUNE 30, 2008.
2. THE PURPOSE OF THIS DRAWING IS TO SHOW THE LOCATION OF THE SANITARY SEWER PUMP STATION EASEMENT.



NO	DATE	BY	REVISIONS	CKD	APP'D

PORT OF PORTLAND
PORTLAND, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 13, 1990
DENNIS GERARD VANDERWEIR
2719
SIGNED
EXP. 6/30/2010

DESIGNED BY	
DRAWN BY	G. VANDERWEIR
CHECKED BY	D. ANDERSON
DATE	APRIL 2009
SCALE	1"=40'

TROUTDALE REYNOLDS INDUSTRIAL PARK

PORT OF PORTLAND - CITY OF TROUTDALE IGA EXHIBIT
SWIGERT SANITARY PUMP STATION EXHIBIT "C"

SUBMITTED BY: RYAN PARKER
TROUTDALE REYNOLDS INDUSTRIAL DISTRICT

TYPE: EP
DRAWING NO.: TRIP 2009-4 1/2 (SU-1)

Exhibit D

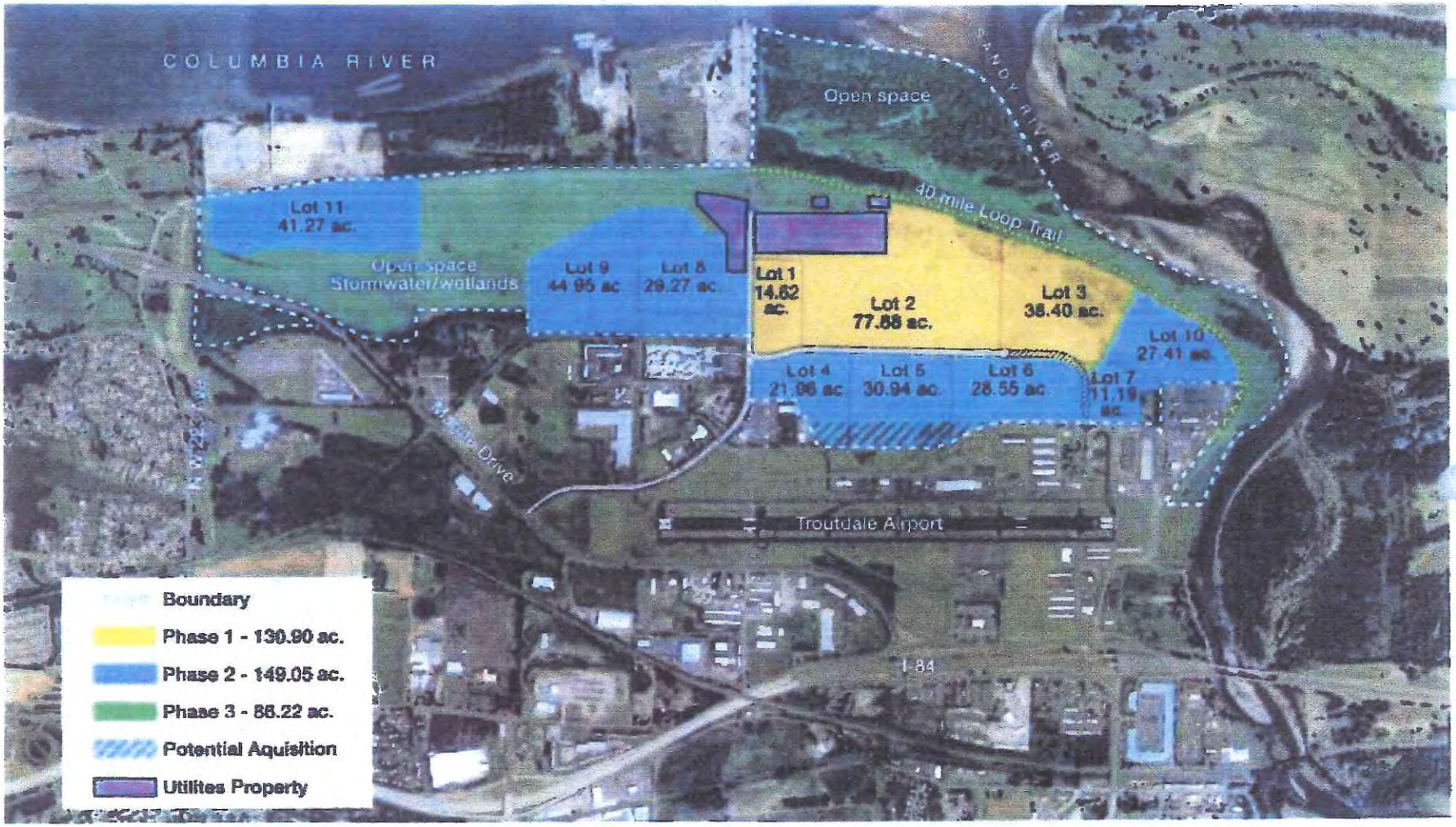

COLUMBIA RIVER
Open space
SANDY RIVER
40-mile Loop Trail
Lot 11
41.27 ac.
Open space
Stormwater/wetlands
Lot 9
44.95 ac
Lot 8
29.27 ac
Lot 1
14.82
ac.
Lot 2
77.88 ac.
Lot 3
38.40 ac.
Lot 10
27.41 ac
Lot 4
21.96 ac
Lot 5
30.94 ac.
Lot 6
28.55 ac
Lot 7
11.19
ac
N 223rd Drive
Troutdale Airport
I-84
Boundary
Phase 1 - 130.90 ac.
Phase 2 - 149.05 ac.
Phase 3 - 88.22 ac.
Potential Aquisition
Utilites Property

EXHIBIT E

(Property Owner/Occupant Contamination Notification)

Date

Name
Title
Company
Address Line 1
Address Line 2
Address Line 3

Subject: Notification re Presence of Contamination on Troutdale Reynolds Industrial Property

Dear [adjacent property owner/occupant]:

As you may be aware in December 2007 the Port of Portland purchased the Reynolds Metals Superfund Site from Reynolds Metals Company and is developing the property as the Troutdale Reynolds Industrial Park ("TRIP"). The purpose of this letter is to confirm that you understand the presence of residual contamination on TRIP. The residual contamination has been approved to remain on site subject to certain restrictions by the United States Environmental Protection Agency (EPA) and the Oregon Department of Environmental Quality (DEQ). Reynolds Metals Company and Alcoa, Inc. remain liable to complete any cleanup required by the EPA and DEQ.

The Port is not liable for the residual contamination. The Port completed its acquisition of TRIP under a Consent Judgment with the Oregon Department of Environmental Quality and in accordance with the bona fide prospective purchaser defense under the federal Comprehensive Environmental Liability and Compensation Act (CERCLA). In order to develop the property, the Port is dedicating public improvements (water and sewer utilities, road, etc.) in an area of the TRIP property known as the Swigert Way Corridor – depicted on the attached site map - and protecting the City from costs, expenses and liabilities associated with residual contamination in the area. The residual contamination in the vicinity of the Swigert Way Corridor includes residual fluoride contained in property groundwater (both shallow and deep) and residual pitch coal tar constituents, petroleum product, and other contaminants contained in soils in the vicinity of former Reynolds Station 6. More information on the nature and extent of the contamination can be found in the City of Troutdale's Phase I and Phase II Environmental Site Assessments, a copy of which is included in this letter on the attached CD.

Additional information about this site can be obtained from the Port. Please contact David Ashton, 503-944-7090 or David.Ashton@PortofPortland.com for access to additional public information.

Sincerely,
Port of Portland

Ryan Parker
TRIP Property Development Project Manager

Enclosures (Site Map & CD of City Phase I and Phase II)

Cc: David Ashton
David Breen

LIST OF ADJOINING/ADJACENT PROPERTY OWNERS/OCCUPANTS TO TRIP SWIGERT WAY CORRIDOR FOR PURPOSES OF IGA EXIBIT F NOTICE OF EXISTENCE OF ONSITE CONTAMINATION

United States of America
Bonneville Power Administration
1002 NE Holladay Street
Portland, OR 97232-4118

City Administrator
City of Fairview
1300 NE Village Street
Salem, OR 97024

City Administrator
City of Wood Village
2055 NE 238th Drive
Wood Village, OR 97060-1095

Mr. Gary Dempsey
705 NE 19th Avenue
Gresham, OR 97030

June & Douglas Walker TR
c/o Mr. Gary Dempsey
705 NE 19th Avenue
Gresham, OR 97030

Mr. Chip Humphrey
U.S. EPA Region 10
811 SW 6th Avenue, 3rd Floor
Portland, OR 97204

Fort James Operating Company
P.O. Box 105681
Atlanta, GA 30348-5681

Schmidt
Hawkeye Construction Inc.
Sturgeon Electric Co. Inc.
12150 E 112th Avenue
Henderson, CO 80690

James River II Inc.
Fort James Corp.
P.O. Box 105681
Atlanta, GA 30348-5681

Le Tourneau Sales & Service Co.
6393 S. Campbell Avenue
Tucson, AZ 85706

Lerose Mobile Court Associates
10735 SE Start St. #200
Portland, OR 97216

The M. Hashem Ltd. Partnership
P.O. Box 1587
Clackamas, OR 97015-1587

METRO
Attn: Blue Lake Road Property Manager
600 NE Grand Avenue
Portland, OR 97232-2736

Morse Bros., Inc.
32260 Old Hwy 34
Tangent, OR 97389

MRW Properties
P.O. Box 115
Fairview, OR 97024

Ms. Cecilia Johnson
Director
Multnomah County
501 SE Hawthorne Boulevard
Portland, OR 97214

Mr. Steve Purchase
State of Oregon
Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279

Mr. Norman Ross
Pacific Power & Light Co.
825 NE Multnomah St.
Portland, OR 97232

Mr. Mike Livingstone
Portland General Electric Co.
121 SW Salmon Street
Portland, OR 97204-2901

Mr. Wes Waldron
Portland General Electric Co.
121 SW Salmon Street
Portland, OR 97204-2901

Russell Towboat & Moorage
5701 SE Columbia Way #200
Vancouver, WA 98661

Schwan's Sales Enterprises, Inc.
115 W. College Drive
Marshall, MN 56258-1747

Swift Transportation Co., Inc.
P.O. Box 29243
Phoenix, AZ 85038-9243

Terminal Properties LLC
P.O. Box 45999
Tacoma, WA 98445-0999

United States of America
U.S. Courthouse
620 SW Main Street
Troutdale, OR 97205-3037

William E., Jr. & Margaret M. Walsh
1650 NW Sundial Road
Troutdale, OR 97060

EXHIBIT F

(RELEASE OF LIABILITY OF CITY)

[Releasor] hereby releases the City of Troutdale from all current and future claims, known and unknown arising out of or relating to the City's ownership or operation of Public Improvements in the Swigert Way Corridor in or in the vicinity of existing known or unknown hazardous materials releases to, on, in or from the Property, including the known hazardous materials releases documented in the environmental baseline prepared for this transaction which shall include at a minimum, the environmental records listed in Section 7 of the DEQ Port of Portland Consent Judgment of December 2007 and the Phase I and II Environmental Site Assessments of 2009 performed for the City of Troutdale.

EXHIBIT G

(Property Owner/Occupant Contamination Notification)

Date

Name
Title
Company
Address Line 1
Address Line 2
Address Line 3

Subject: Notification re Presence of Contamination on Troutdale Reynolds Industrial Property

Dear [prospective property owner/occupant]:

As you are aware, in December 2007 the Port of Portland purchased the Reynolds Metals Superfund Site from Reynolds Metals Company and is developing the property as the Troutdale Reynolds Industrial Park ("TRIP"). The purpose of this letter is to confirm that you understand the presence of residual contamination on TRIP. The residual contamination has been approved to remain on site subject to certain restrictions by the United States Environmental Protection Agency (EPA) and the Oregon Department of Environmental Quality (DEQ). Reynolds Metals Company and Alcoa, Inc. remain liable to complete any cleanup required by the EPA and DEQ.

The Port is not liable for the residual contamination. The Port completed its acquisition of TRIP under a Consent Judgment with the Oregon Department of Environmental Quality and in accordance with the bona fide prospective purchaser defense under the federal Comprehensive Environmental Liability and Compensation Act (CERCLA). In order to develop the property, the Port is dedicating public improvements (water and sewer utilities, road, etc.) in an area of the TRIP property known as the Swigert Way Corridor – depicted on the attached site map - and protecting the City from costs, expenses and liabilities associated with residual contamination in the area. The residual contamination in the vicinity of the Swigert Way Corridor includes residual fluoride contained in property groundwater (both shallow and deep) and residual pitch coal tar constituents, petroleum product, and other contaminants contained in soils in the vicinity of former Reynolds Station 6. More information on the nature and extent of the contamination can be found in the City of Troutdale's Phase I and Phase II Environmental Site Assessments, a copy of which is included in this letter on the attached CD.

Additional information about this site can be obtained from the Port. Please contact David Ashton, 503-944-7090 or David.Ashton@PortofPortland.com for access to additional public information.

Sincerely,
Port of Portland

Ryan Parker
TRIP Property Development Project Manager

Enclosures (Site Map & CD of City Phase I and Phase II)

Cc: David Ashton
David Breen

RESOLUTION NO. 2098

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A REVISED INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE PORT OF PORTLAND RELATING TO THE TROUTDALE REYNOLDS INDUSTRIAL PARK

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On May 26, 2009, the City Council authorized the Mayor to sign an Intergovernmental Agreement (IGA) with the Port of Portland relating to certain easements, rights of way and utilities (Public Improvements) proposed for dedication by the Port to the City within the Troutdale Reynolds Industrial Park (TRIP) property.

2. Also on May 26, 2009, the City Council authorized the Mayor to enter into a Stipulated General Judgment in *State of Oregon, ex.rel. Richard Peterson, Director, Department of Environmental Quality v. City of Troutdale*, Case No. 1006-08622, (Consent Judgment), which judgment, among other things, incorporated the definition or "baseline" description of environmental conditions at the TRIP property as that description was set forth in the IGA. Oregon law requires that the Consent Judgment be entered in Multnomah County Circuit Court and recorded with Multnomah County Property Records prior to accepting dedication of the Public Improvements. The Consent Judgment was entered by the court on June 16, 2010, and recorded with Multnomah County Property Records on July 23, 2010.

3. Federal regulations require that a Phase I Environmental Site Assessment (ESA) be conducted prior to dedication of the Public Improvements for the City to establish certain defenses to liability under federal law for preexisting environmental conditions. Federal law also requires that specific elements of the ESA be updated if they are older than 180 days when the property subject to the ESA is acquired or dedicated. Due to the timing of the entry and recording of the consent judgment and the subsequent completion of the City's plat requirements by the Port of Portland, the Phase I ESA that was initially completed in March 2009 was required by federal law to be updated. The updated ESA is dated November 8, 2010.

4. It is necessary to revise the IGA with the Port to include a reference to the Bridgewater Final Phase I Environmental Site Assessment Update dated November 8, 2010.

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

Section 1. The Mayor is authorized to enter into a revised Intergovernmental Agreement for the Troutdale Reynolds Industrial Park substantially in accordance with Exhibit "A" of the staff report.

Section 2. This resolution is effective upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Mayor Jim Kight

Mayor Jim Kight

April 14, 2011

Date

Debbie Stickney

Debbie Stickney, City Recorder

Adopted: April 12, 2011

EXHIBIT C

Mission: To enhance the region's economy and quality of life by providing efficient cargo and air passenger access to national and global markets.

PORT OF PORTLAND

October 22, 2013

Travis Hultin, P.E.
Chief Engineer
City of Troutdale
104 SE Kibling
Troutdale, OR 97060

Dear Travis:

The Port of Portland has completed the current phase of public improvements to support Troutdale Reynolds Industrial Park (TRIP) Phase I. These improvements were built by the Port according to the Troutdale Municipal Code and Public Works Construction Standards with the expectation the City would accept dedication of the specified improvements upon completion pursuant to the terms and conditions of the Intergovernmental Agreement (IGA) between the City and the Port (discussed below). The Port desires to dedicate the specified facilities to the City, and requests the City accept the public improvements. The improvements include, but are not limited to: two sanitary pump stations, Swigert Way, water, sanitary, and storm sewer systems, and a section of the 40 Mile Loop trail. A specific schedule of the improvements and their value is attached.

Many activities have occurred to allow the City to consider the acceptance of the public improvements. The City and Port entered into two Intergovernmental Agreements (IGA) covering property and warranty issues. The first IGA, completed June 1, 2009, modified and subsequently approved by the Port and the City in April, 2011, covered the development and dedication of TRIP property expected to be conveyed to the City. The second IGA, completed February 11, 2010, concerned financial assurance in support of the Certificate of Completion of the Phase I public improvements expected to be conveyed to the City. The Port completed the improvements and received a Certificate of Completion from the City on January 29, 2010. The subdivision plat, document number 2011-052251, was recorded in Multnomah County on May 3, 2011. The Public Utility Easement for the Sundial Pump Station, Fee number 2011-063370, was recorded in Multnomah County on June 2, 2011.

The Port recently completed tests and inspections to determine if there is any groundwater infiltration in either the stormwater or sanitary sewer systems. The final reports provided to the City, dated May 8, 2013 and May 13, 2013, illustrate the process and confirmed there is not any infiltration into those systems from the Port property. As you are aware, FedEx Ground is in the process of determining whether infiltration of hazardous substances into the City facilities arising at the FedEx Ground facility on the TRIP site has been resolved. The outcome of FedEx's investigation, and the regulatory response from the Oregon Department of Environmental Quality or the US Environmental Protection Agency will not be known until well into 2014. The Port understands that the City desires to obtain permanent resolution of these issues prior to

7200 NE Airport Way Portland OR 97218
Box 3529 Portland OR 97208
503.415.6000

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dedication of the TRIP public improvements. The Port wishes to confirm that despite the uncertainty concerning the final results of the FedEx investigation, the Port agrees to fully reimburse and indemnify the City in accordance with Sections 6 and 7 of the IGA.

The Port looks forward to the City Council's acceptance of the improvements. Please verify the City's acceptance of the improvements through a written response.

Sincerely,

Ryan Parker
Troutdale Reynolds Development Manager
Enclosure

RESOLUTION NO.

A RESOLUTION RECOGNIZING THE COMPLETION OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE TROUTDALE REYNOLDS INDUSTRIAL PARK PHASE I SUBDIVISION AND ACCEPTING THOSE IMPROVEMENTS INTO THE CITY OF TROUTDALE'S FIXED ASSET SYSTEM

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The construction of the Public Improvements associated with the Troutdale Reynolds Industrial Park Phase I ("TRIP I") subdivision was necessary to meet the demands of public health, safety and welfare. The Public Improvements are described in this resolution and more fully defined in an Intergovernmental Agreement ("IGA") which was completed June 1, 2009, modified and subsequently approved by the Port of Portland and the City of Troutdale pursuant to Resolution No. 2098 adopted by the Troutdale City Council on April 12, 2011. The IGA sets forth the terms and conditions for the dedication of TRIP I Public Improvements to the City of Troutdale, including the ongoing obligations of the Port of Portland, the City of Troutdale, and subsequent owners or lessees of the Port of Portland property for the TRIP I Public Improvements.

2. The construction of the Public Improvements has been completed by the Port of Portland, the developer of TRIP I and the owner of the former Reynolds plant, except for the parcel sold by the Port of Portland to FedEx Ground.

3. The Public Improvements associated with City of Troutdale-operated systems for TRIP I have been inspected and found to be in compliance with the *Construction Standards for Public Works Facilities* and the approved plans and specifications.

4. The Port of Portland, by letter dated October 23, 2013, a copy of which is attached as Exhibit "A," requested to dedicate the Public Improvements associated with City of Troutdale-operated systems to the City of Troutdale.

5. An infiltration of hazardous substances into the City of Troutdale facilities arising at or from the Port of Portland property was detected after completion of the Public Improvements by the Port of Portland. Pursuant to the Port of Portland's October 23, 2013 letter, the Port of Portland has represented to the City of Troutdale that the infiltration of hazardous substances from the Port of Portland property has been resolved.

6. The Port of Portland also stated in its October 23, 2013 letter that a similar infiltration of hazardous substances arising at or from the FedEx Ground facility on the TRIP site has occurred and is being investigated. Upon receiving the Port of Portland's October 23, 2013 letter, City of Troutdale staff and legal counsel for the City of Troutdale investigated this matter and discussed the status of the FedEx

Ground investigation and remedial measures taken by FedEx Ground to address the infiltration issue in order to determine whether to accept dedication of the Public Improvements.

7. As of January, 2014, representatives of FedEx Ground have represented to the City of Troutdale that the outcome of FedEx Ground's investigation, the success or failure of FedEx Ground's remedial measures to stop the infiltration, and the potential regulatory responses from the Oregon Department of Environmental Quality or the US Environmental Protection Agency, will not be known until mid to late 2014 or later because the potential for infiltration into the Public Improvements must be tested during fully saturated (high ground water) conditions.

8. The Port of Portland has confirmed that despite the uncertainty concerning the final results of the FedEx Ground investigation and the success or failure of the remedial measures undertaken by the Port of Portland or FedEx Ground, the Port of Portland agrees to fully reimburse and indemnify the City of Troutdale for any damages, losses, or claims made against the City of Troutdale resulting from the release of hazardous substances on or from the Port of Portland or FedEx Ground properties, and any related infiltration of hazardous substances into the Public Improvements, pursuant to Sections 6 and 7 of the IGA .

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

Section 1. Subject to the Port of Portland's agreement to fully reimburse and indemnify the City of Troutdale pursuant to Sections 6 and 7 of the IGA referred to in the findings above, the following Public Improvements associated with the Troutdale Reynolds Industrial Park Phase I subdivision are accepted into the City of Troutdale's fixed asset system, valued as follows:

Improvement	**Estimated 2010 Value**
Water system improvements consisting of: • 288 LF of 10" DI water main • 6,718 LF of 12" DI water main • 2 EA 1½" copper water laterals (for new pump stations) • 3 EA 1½" water meters • 1 EA ¾" water sampling station • 3 EA 1" air/vacuum assemblies • 8 EA 2" blow off assemblies • 6 EA 10" butterfly valves • 23 EA 12" butterfly valves • 6 EA fire hydrant assemblies as shown on Sheets C64-C76 and C15B of the project as-built drawings.	$683,000

Improvement	Estimated 2010 Value
Sanitary Sewer system consisting of: • 3,053 LF of PVC gravity sewer mains (Swigert/Graham) • 15 EA 48" manholes (Swigert/Graham) • Trench cut-off walls (Swigert/Graham) • 2,448 LF of 6" DI force main (Swigert/Graham) • Sanitary Sewer Pump Station No. 9 (Swigert) • 510 LF of 4" DI force main (Sundial) • Sanitary Sewer Pump Station No. 10 (Sundial) as shown on Sheets C66-C75, M2 and M12 of the project as-built drawings	$2,131,000
Public street improvements comprising NW Swigert Way consisting of: • 3,030 LF of 36'-wide commercial/industrial Level 3 HMAC street, terminating in a 50-foot radius cul-de-sac • 1 EA fence/gate at the east end of Swigert Way • 2,980 LF of 7'-wide PCC sidewalk • Commercial/industrial driveway approaches as shown on Sheets C25-C31 of the project as-built drawings	$491,000
Utility access corridor between NW Swigert Way and NW Graham Road consisting of: • 1,600 LF of 15-foot wide gravel access road • 1 EA Level 3 HMAC pavement transition pad as shown on Sheets C70-C73 of the project as-built drawings	$74,000
Public storm drainage improvements in NW Swigert Way consisting of: • 828 LF of 48" concrete sewer main • 645 LF of 54" concrete sewer main • 766 LF of 60" concrete sewer main • 775 LF of 66" concrete sewer main • 1 EA 72" manhole • 6 EA 84" manholes • 2 EA 96" manholes • 4 EA 108" manholes • 1 EA 120" manhole • PCC trench cut-off walls • 19 EA ditch inlets • 19 EA 12" ditch inlet leads totaling 453 LF as shown on Sheets C64-C70 of the project as-built drawings	$1,350,000
Stormwater quality treatment facilities on Swigert Way consisting of: • 6 EA 30 LF water quality swales • 5 EA 60 LF water quality swales • 1 EA 68 LF water quality swale • 2 EA 90 LF water quality swales	$40,000

Improvement	Estimated 2010 Value
• 4 EA 120' LF water quality swales as shown on Sheets C64-C70 of the project as-built drawings	
PCC Curb and Gutter totaling 6,220 LF on NW Swigert Way as shown on Sheets C25-C31 of the project as-built drawings	$77,000
86 EA 2" caliper street trees on NW Swigert Way	$29,000
"40-mile loop trail" segment atop the flood control levy consisting of: • 8,382 LF of 10'-wide Level 3 HMAC trail • 4 EA bollards as shown on Sheets C32-C40 of the project as-built drawings	$192,000
Total Estimated Value	**$5,067,000**

Section 2. This Resolution is effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

Mayor Doug Daoust

Date

Debbie Stickney, City Recorder

Adopted:

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Authorizing Two Intergovernmental Agreements With Multnomah County For The State Of Oregon Military Department UASI Grant Program Funds.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** January 28, 2014 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS:

A: The proposed Intergovernmental Agreement #0633 in its substantial form
B: The proposed Intergovernmental Agreement #0649 in its substantial form

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- The US Department of Homeland Security (DHS) provides grant funds through the Urban Areas Security Initiative (UASI)
- The Troutdale Police Department may be eligible for some of the grant funds through an Intergovernmental Agreements (IGA) with Multnomah County

Reviewed and Approved by City Manager:

BACKGROUND:

The UASI grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

DHS has awarded UASI grant funding in the amount of $4,925,160 in Fiscal Year 2011 to the State of Oregon Military Department (State) for distribution to the Portland Urban Area (PUA) and, has also awarded $2,049,396 in Fiscal Year 2012 to the State for distribution to the PUA. Both grants extend for multiple years.

The PUA grant funds were previously administered by the City of Portland. As a result of a recent audit recommendation to improve grant reporting and compliance, the State, Multnomah County and the City of Portland have agreed to move the UASI grant administration for the PUA from City of Portland, to Multnomah County.

As part of the PUA the Troutdale Police Department is an eligible benefiting jurisdiction within the County for UASI grant funding. The grant funding can provide reimbursement for a range of eligible expenditures related to emergency preparedness and response including training and equipment. To potentially access some of the grant funds, the City must enter into an IGA with Multnomah County.

SUMMARY:

The resolution authorizes the City Manager or Finance Director to sign the IGA Agreement and any supporting documents.

PROS & CONS:

A. Approve the proposed resolution to provide access to potential grant funds for necessary Police emergency preparedness expenditures.

B. Not approve the proposed resolution preventing access to potential grant funding for necessary Police emergency preparedness expenditures.

Current Year Budget Impacts ☒ Yes *(describe)* ☐ N/A
First Year: unknown, dependent upon grant application conditions

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Future Years: unknown, dependent upon grant application conditions

Community Involvement Process: ☐ Yes *(describe)* ☒ N/A

Exhibit A

CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** 4400000633 **Amendment** N/A is ready for your signature. This contract/amendment: adds funds for work that needs to be completed.

STEP 1: Please print and sign the following pages, exhibits, and/or attachments from your contract:

- ☒ Contract or amendment Signature Page
- ☐ Exhibit 3 –Independent Contractor (Complete section A or B if it applies)
- ☐ Exhibit 4 – Workers' Compensation Exemption Certificate
- ☐ Exhibit 5 – Equal Employment Opportunity Certification Statement
- ☐ Attachment 7 Criminal History Records Check Certificate
- ☐ ARRA EEO
- ☐ Other:

STEP 2: **Return the following documents to the County:**

- **A complete copy of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)**
- **Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.**

Return the documents by one of the following methods:

Scan and email the Contract to: centralcontracts@multco.us

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing
ATTN: Contracts
501 SE Hawthorne Blvd., Suite 400
Portland, Or 97214

STEP 3: No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Doreen Blomé at 503-988-3888 doreen.blome@multco.us

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Robert Purcell 503-988-6953

Email: robert.purcell@multco.us

INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number 4400000633

This is an Intergovernmental Agreement (IGA) between the City of Troutdale (Troutdale) and Multnomah County (County) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of $4,925,160 in Fiscal Year 2011 to the State of Oregon (State) for distribution to the Portland Urban Area (PUA) and

WHEREAS, the State awarded UASI Grant #11-170 to the City of Portland, Office of Emergency Management (POEM), as Grantee, for Fiscal Year 2011 in the amount of $4,925,160, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, POEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, POEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U. S Department of Homeland Security, UASI Grant CFDA # 97.008, Grant No. 11-170

award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the County entered into its agreement with the City of Portland on March 4, 2012 and accepted responsibility to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure compliance with all terms of UASI Grant #11-170, and to coordinate with and obtain similar assurances from directly benefiting jurisdictions within the County.

NOW, THERERFORE, the Parties agree as follows:

1. **The County agrees:**

   a) To coordinate grant-related procurement, reimbursement and reporting activities directly benefitting the County and the County's PUA sub-jurisdictions consistent with the processes developed by the City of Portland to manage those activities.

   b) County will provide reimbursement for approved expenditures incurred in compliance with the terms of this Contract.

2. **Troutdale agrees:**

   a) That it has read the award conditions and certifications for grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

   b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

      i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

      ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).

      iii. Audit Requirements: OMB Circular A-133.

c) That all equipment, supplies, and services provided by County are as described in the approved grant budget documents.

d) That regardless of how it is procured, all equipment and supplies purchased shall be owned by Troutdale until disposition takes place in accordance with Section 2.e) below. Troutdale shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.

e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland and the State. To treat all single items of equipment valued over $5,000 as fixed assets and to provide County with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13. Troutdale shall maintain and store all equipment and supplies, provided or purchased, in the manner that will most prolong the life and keep it in good working order at all times.

f) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.

g) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

h) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from County.

i) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

j) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained for a minimum of six years following termination, completion or expiration of this Agreement for purposes of County, City, State or Federal examination and audit.

k) To obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to appraise itself of all rules and regulations set forth.

l) 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 fund programs within the UASI grant program guidelines.

m) To maintain the City of Portland and County as parties to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by Troutdale and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as parties to whom a duty is due.

n) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.

o) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

p) To timely comply with all reporting obligations required by the Grant's terms, the County, and the City of Portland.

q) To provide the County with Performance Reports, Financial Reimbursement Reports and Audit Reports when required by the County or City and in the form required by the City of Portland.
   i. Performance Reports are due to the County biannually on June 1st and December 1st during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
   ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
   iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
   All reports must be sent to:
   Multnomah County OEM UASI Grant Reporting
   501 SE Hawthorne Blvd, Suite 531, Portland, Oregon 97214
   Attention: Leslie Ryan (leslie.ryan@multco.us)

r) To follow the travel expense and Per Diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of

the City and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, the times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website: http://www.gsa.gov/portal/category/21287.

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:
http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:
http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747

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

3. Payment and Invoicing

a) Cost reimbursements to Troutdale will be paid based on invoices that include documentation and detail based on actual expenditures. COUNTY shall pay invoices when County receives required expenditure detail as detailed in the Agreement and the related grant award. Troutdale shall have sole responsibility for submitting required documentation in order to obtain payments under this Agreement. If required invoice and documentation is complete and correct, County will process reimbursements to the City of Portland within 30 days of receipt. County will pay Troutdale within 30 days of receiving reimbursement for the invoice from the City of Portland.

b) Troutdale may invoice for expenditures under this Contract only if they are:

   i. In payment for goods obtained or services performed under this Contract;
   ii. In payment of an obligation related to a grant approved project incurred during the Contract period;
   iii. Performed in conformance with all applicable state and federal regulations and statutes; and
   iv. Not in excess of the maximum amount County has been reimbursed by the City of Portland. Reimbursements are subject to unilateral

reduction to the actual allowable reimbursement as determined by the City of Portland.

c) All invoices and required backup documentation must be sent to:

Multnomah County OEM UASI Grant Accounting
501 SE Hawthorne Blvd, Suite 531, Portland, Oregon 97214
Attention: Leslie Ryan (leslie.ryan@multco.us)

4. **Effective Date and Duration.** This Agreement shall be effective from April 1, 2012 and shall be terminated on November 30, 2014 unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.

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

6. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to Troutdale's failure or inability to comply with the provisions of the grants or the Agreement, Troutdale will be liable to the County for the full cost of any equipment, materials, or services provided by the County to Troutdale, and of any penalties imposed by the City of Portland, state or federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree in writing, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

7. **Governing Law.** 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 that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the State of Oregon for the County of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

9. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

10. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

11. **Indemnification.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Troutdale shall indemnify, defend and hold harmless the City of Portland and the County its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of Troutdale, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless Troutdale from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this agreement.

12. **Third Party Beneficiaries.** The County and Troutdale are the only parties to this Agreement and, other than as specifically described below, they are the only parties entitled to enforce its terms. Notwithstanding the foregoing, the City of Portland may enforce any term of this agreement that creates a right or benefit for the City of Portland.

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

14. **Entire Agreement.** The parties agree and acknowledge that this Agreement and its Exhibit A is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.

15. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.

16. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

17. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

18. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder.

Multnomah County

JEFF Cogen/AT Date 8/12/13

APPROVED AS TO FORM

By: /S/ Jacqueline Weber Date 8/2/13
Attorney

City of Troutdale

_____ Date_____

APPROVED AS TO FORM

_____ Date_____
Attorney

Exhibit A: UASI Grant #11-170

Subgrantee Copy

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
CFDA # 97.008

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	FY2011 UASI	GRANT NO:	#11-170
SUBGRANTEE:	City of Portland	FEDERAL AWARD:	$4,925,160
ADDRESS:	Portland Bureau of Emergency Management 1001 SW Fifth Ave, Ste 650 Portland, OR 97204	AWARD PERIOD:	3/1/12 thru 5/31/14
PROGRAM CONTACT:	Carmen Merlo cannen.merlo@portlandoregon.gov	TELEPHONE:	(503) 823-2691
FISCAL CONTACT:	Shelli Tompkins shelli.tompkins@portlandoregon.gov	TELEPHONE:	(503) 823-4187

BUDGET

Equipment	
CBRNE Prevention and Response Watercraft	$320,000
CBRNE Logistical Support	$315,000
CBRNE Operational/Search and Rescue	$25,000
Explosive Device Mitigation	$43,000
Information Technology	$44,460
Interoperable Communications	$256,207
Medical	$90,000
Other Authorized Equipment	$109,937
Personal Protective Equipment	$122,000
Power	$90,000
Terrorism Incident Prevention	$1,000,000
Exercises	$513,696
Planning	$1,520,539
Training (ODP-approved)	$229,063
Administration	$246,258
Total	$4,925,160

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.

B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.

C. Source of Funds. Payment for this Program will be from the Fiscal Year 2011 Urban Area Security Initiative Grant Program.

D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modifications or change of terms of this Agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.

E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this Agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and/or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Homeland Security Grant Program guidance and application kit and to expend funds in accordance with the approved budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of this Agreement.

B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.

C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

F. By accepting FY 2011 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at http://www.fema.gov/emergency/nims/.

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

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section H), including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

   a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).

   b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Part 31.2 (Federal Acquisition Regulations - Contracts with Commercial Organizations).

   c. Audit Requirements. OMB Circular A-133 (States, Local Governments, and Non-Profit Organizations).

2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. Audits. If the Subgrantee expends $500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than $500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.

5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend $500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (ORS 279A, 279B, 279C) and standards.

2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.

3. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. **All sole-source procurements in excess of $100,000 must receive prior written approval from OEM** in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

4. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or

draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

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

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

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13.31-33 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:

   a. All property/equipment purchased under this Agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.

   b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/ equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.

   c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.

   d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.

   e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.

   f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.

   g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".

   h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.

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

J. Funding.

1. Matching Funds. **This Grant does not require matching funds.**

2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program guidance and application kit.

3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

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

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2011 Urban Area Security Initiative Grant Program and how they address identified project specific goals and objectives.

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

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

2. Financial Reimbursement Reports.

a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures.** RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, **RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.**

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

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

d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no **grant funds may be used for expenses incurred before March 1, 2012 or after May 31, 2014.**

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

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

L. Indemnification.

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

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

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

M. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.

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

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

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

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

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

S. 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.

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

III. Subgrantee Compliance and Certifications

A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (http://www.epls.gov/) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.

B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 44 CFR Part 13.
2. Cost Principles set forth in 2 CFR Part 225and 48 CFR Part 31.2.
3. Audit Requirements set forth in OMB Circular A-133.
4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:

   a. Nondiscrimination Regulation 44 CFR Part 7;
   b. Title II of the Americans with Disabilities Act (ADA) of 1990;

   In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.

2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.

3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see http://www.lep.gov.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:

   a. National Environmental Policy Act (44 CFR Part 10)
   b. National Historic Preservation Act,
   c. Endangered Species Act, and
   d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

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

2. **The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater.** The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

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

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

Additional information can be referenced at: http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html.

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

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

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

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

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Urban Area 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 Area 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 approved Project Justification(s).

C. Failure to adhere to the requirements of the grant award and standard or special conditions.

D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.

E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement

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

A. A reduction in federal funds which are the basis for this Agreement.

B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.

C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.

C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.

D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

11 APR 2012

John L. Lewis, Plans and Training Section Director — Date
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

3/30/2012

Signature of Authorized Subgrantee Official — Date

SAM ADAMS / MAYOR

Name/Title

4/4/12

Signature of Authorized Fiscal Representative of Subgrantee Agency — Date

Shelli Tompkins, Sr. Management Analyst

Name/Title

Reviewed for Legal Sufficiency:

Steven A. Wolf by email — March 2, 2012

Assistant Attorney General — Date

APPROVED AS TO FORM

James H. VanDyke

CITY ATTORNEY 3-18-12

Exhibit B

MULTNOMAH COUNTY

CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** 4400000649 **Amendment** N/A is ready for your signature. This contract/amendment: adds funds for work that needs to be completed.

STEP 1: Please print and sign the following pages, exhibits, and/or attachments from your contract:

- ☒ Contract or amendment Signature Page
- ☐ Exhibit 3 –Independent Contractor (Complete section A or B if it applies)
- ☐ Exhibit 4 – Workers' Compensation Exemption Certificate
- ☐ Exhibit 5 – Equal Employment Opportunity Certification Statement
- ☐ Attachment 7 Criminal History Records Check Certificate
- ☐ ARRA EEO
- ☐ Other:

STEP 2: **Return the following documents to the County:**

- **A complete copy of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)**
- **Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.**

Return the documents by one of the following methods:

Scan and email the Contract to: centralcontracts@multco.us

OR

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing
ATTN: Contracts
501 SE Hawthorne Blvd., Suite 400
Portland, Or 97214

STEP 3: No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Doreen Blomé at 503-988-3888 doreen.blome@multco.us

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Robert Purcell 503-988-6953

Email: robert.purcell@multco.us

INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number 4400000649

This is an Intergovernmental Agreement (IGA) between the City of Troutdale (Troutdale) and Multnomah County (County) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of $2,049,396 in Fiscal Year 2012 to the State of Oregon (State) for distribution to the Portland Urban Area (PUA) and

WHEREAS, the State awarded UASI Grant #12-170 to the City of Portland, Bureau of Emergency Management (PBEM), as Grantee, for Fiscal Year 2012 in the amount of $2,049,396, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #12-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U. S Department of Homeland Security, UASI Grant CFDA # 97.008, Grant No. 12-170

award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the County entered into its agreement with the City of Portland on June 14, 2013 and accepted responsibility to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure compliance with all terms of UASI Grant #12-170, and to coordinate with and obtain similar assurances from directly benefiting jurisdictions within the County.

NOW, THERERFORE, the Parties agree as follows:

1. **The County agrees:**

   a) To coordinate grant-related procurement, reimbursement and reporting activities directly benefitting the County and the County's PUA sub-jurisdictions consistent with the processes developed by the City of Portland to manage those activities.

   b) County will provide reimbursement for approved expenditures incurred in compliance with the terms of this Contract.

2. **Troutdale agrees:**

   a) That it has read the award conditions and certifications for grant #12-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

   b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

      i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

      ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).

      iii. Audit Requirements: OMB Circular A-133.

c) That all equipment, supplies, and services provided by County are as described in the approved grant budget documents.

d) That regardless of how it is procured, all equipment and supplies purchased shall be owned by Troutdale until disposition takes place in accordance with Section 2.e) below. Troutdale shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.

e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland and the State. To treat all single items of equipment valued over $5,000 as fixed assets and to provide County with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13 and OMB Circular A-133. Troutdale shall maintain and store all equipment and supplies, provided or purchased, in the manner that will most prolong the life and keep it in good working order at all times.

f) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.

g) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

h) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from County.

i) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

j) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained for a minimum of ten years following termination, completion or expiration of this Agreement for purposes of County, City, State or Federal examination and audit.

k) To obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to appraise itself of all rules and regulations set forth.

l) 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 fund programs within the UASI grant program guidelines.

m) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that Troutdale is registered with the State as being NIMS compliant.

n) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

o) To timely comply with all reporting obligations required by the Grant's terms, the County, and the City of Portland.

p) To provide the County with Performance Reports, Financial Reimbursement Reports and Audit Reports when required by the County or City and in the form required by the City of Portland.
   i. Performance Reports are due to the County biannually on June 1st and December 1st during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
   ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
   iii. Per UASI Grant #12-170, Section H.3.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
   All reports must be sent to:

   Multnomah County OEM UASI Grant Reporting
   501 SE Hawthorne Blvd, Suite 531, Portland, Oregon 97214
   Attention: Leslie Ryan (leslie.ryan@multco.us)

q) To follow the travel expense and Per Diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #12-170, Section H.3.c., reimbursements rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled,

the purpose of the travel, the dates, the times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website: http://www.gsa.gov/portal/category/21287.

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:
http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:
http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747

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

3. Payment and Invoicing

a) Cost reimbursements to Troutdale will be paid based on invoices that include documentation and detail based on actual expenditures. COUNTY shall pay invoices when County receives required expenditure detail as detailed in the Agreement and the related grant award. Troutdale shall have sole responsibility for submitting required documentation in order to obtain payments under this Agreement. If required invoice and documentation is complete and correct, County will process reimbursements to the City of Portland within 30 days of receipt. County will pay Troutdale within 30 days of receiving reimbursement for the invoice from the City of Portland.

b) The County is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and/or the City and, as appropriate, the County may delegate this purchasing authority to Troutdale.

c) Troutdale may invoice for expenditures under this Contract only if they are:

i. In payment for goods obtained or services performed under this Contract;
ii. In payment of an obligation related to a grant approved project incurred during the Contract period;
iii. Performed in conformance with all applicable state and federal regulations and statutes; and
iv. Not in excess of the maximum amount County has been reimbursed by the City of Portland. Reimbursements are subject to unilateral

reduction to the actual allowable reimbursement as determined by the City of Portland.

b) All invoices and required backup documentation must be sent to:

Multnomah County OEM UASI Grant Accounting
501 SE Hawthorne Blvd, Suite 531, Portland, Oregon 97214
Attention: Leslie Ryan (leslie.ryan@multco.us)

4. **Effective Date and Duration.** This Agreement shall be effective from April 1, 2013 and shall be terminated on November 30, 2014 unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.

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

6. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to Troutdale's failure or inability to comply with the provisions of the grants or the Agreement, Troutdale will be liable to the County for the full cost of any equipment, materials, or services provided by the County to Troutdale, and of any penalties imposed by the City of Portland, state or federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree in writing, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

7. **Governing Law.** 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 that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the State of Oregon for the County of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

9. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

10. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

11. **Indemnification.**
a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Troutdale shall indemnify, defend and hold harmless the City of Portland and the County, their commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of Troutdale, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless Troutdale from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this agreement.

b) Troutdale shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless County, City of Portland and State of Oregon Department of Emergency Management (OEM) and their officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Troutdale's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

c) Troutdale shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

12. **Third Party Beneficiaries.** The County and Troutdale are the only parties to this Agreement and, other than as specifically described below, they are the

only parties entitled to enforce its terms. Notwithstanding the foregoing, the City of Portland may enforce any term of this agreement that creates a right or benefit for the City of Portland.

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

14. **Entire Agreement.** The parties agree and acknowledge that this Agreement and its Exhibit A is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.

15. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.

16. Human Trafficking (2 CFRPart 175). Troutdale employees, contractors and subgrantees under this Agreement and their respective employees may not:

    o Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
    o Procure a commercial sex act during the period of time the award is in effect; or
    o Use forced labor in the performance of the subgrant or subgrants under the award.

    Troutdale must inform the County, City and OEM immediately of any information Troutdale receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #12-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #12-170 unilaterally, without penalty, is in addition to all other remedies under Grant #12-170. Troutdale must include these requirements in any subgrant made to public or private entities.

17. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

18. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency

Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

19. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder.

Multnomah County

Marissa D. Madrigal BKS Date 12/6/13

APPROVED AS TO FORM

By: JACKIE WEBER/DBT Date 10/31/13
Attorney

City of Troutdale

_____ Date_____

APPROVED AS TO FORM

_____ Date_____
Attorney

Exhibit A: UASI Grant #12-170

Subgrantee Copy

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
CFDA # 97.008

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	**UASI FY 2012**	GRANT NO:	**# 12-170**
SUBGRANTEE:	**City of Portland**	FEDERAL AWARD:	**$2,049,396**
ADDRESS:	**Bureau of Emergency Management** **1001 SW 5th Ave., Suite 650** **Portland, OR 97204**	AWARD PERIOD:	**4/1/13 thru 5/31/14**
PROGRAM CONTACT:	**Carmen Merlo** carmen.merlo@portlandoregon.gov	TELEPHONE:	**(503) 823-2691**
FISCAL CONTACT:	**Shelli Tompkins** shelli.tompkins@portlandoregon.gov	TELEPHONE:	**(503) 823-4187**

BUDGET

Equipment	
CBRNE Incident Response Vehicles	$111,000
CBRNE Logistical Support	$88,000
CBRNE Operational/Search and Rescue	$598,476
Information Technology	$217,919
Interoperable Communications	$42,000
Other Authorized Equipment	$31,500
Personal Protective Equipment	$25,000
Exercises	$50,000
Planning	$715,216
Training (ODP-approved)	$67,815
Administration	$102,470
Total	$2,049,396

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.

B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.

C. Source of Funds. Payment for this Program will be from the Fiscal Year 2012 Urban Area Security Initiative Grant Program.

D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.

E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in any or all of the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the FY2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA), the requirements of which are incorporated into this Agreement by this reference, and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon investment justification contained in the grant application materials and budget will be grounds for immediate suspension or termination of this Agreement.

B. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

C. By accepting FY 2012 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at http://www.fema.gov/emergency/nims/.

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

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section E), to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations. A nonexclusive list of regulations commonly applicable to DHS grants includes:

   a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
   b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
   c. Audit Requirements. OMB Circular A-133.

2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

3. Access to Records. Subgrantee acknowledges and agrees, and Subgrantee will require its subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and any subrecipients must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. Audits. If the Subgrantee expends $500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than $500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.D.3 herein.

5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend $500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

E. Procurement Requirements (44 CFR Part 13.36).

1. The Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).

2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. **All sole-source procurements in excess of $100,000 must receive prior written approval from OEM** in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

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

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

F. Property/Equipment Management and Records Control, and Retention of Property/Equipment Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:

a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.

b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/ equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.

c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.

d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.

e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.

f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.

g. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

h. The Subgrantee agrees that, when practicable, any property/ equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".

i. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.

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

G. Funding.

1. Matching Funds. **This Grant does not require matching funds.**

2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2012 Homeland Security Grant Program and FOA.

3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

H. Reports. **Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, or termination of this Agreement, or both.**

1. Performance Reports.

The Subgrantee agrees to submit reports in a form acceptable to OEM on reporting on its progress in meeting its agreed upon strategic goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2012 Urban Area Security Initiative Grant Program and how they address identified project specific strategic goals and objectives.

Performance reports are due to OEM on the last day of each calendar year quarter.

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

2. Biannual Strategy Implementation Report.

The Subgrantee agrees to provide reports to OEM in a form acceptable to OEM to enable OEM to meet its obligation to provide to FEMA the Biannual Strategy Implementation Report (BSIR) to show progress made toward meeting strategic goals and objectives. **BSIR completion is due twenty-one days after the end of each BSIR reporting period, July 21 for the reporting period January 1 through June 30; and January 20 for the reporting period of July 1 through December 31.**

3. Financial Reimbursement Reports.

a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes **supporting documentation for all grant expenditures.** RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, **RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.**

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

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

d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that **no grant funds may be used for expenses incurred before April 1, 2013 or after May 31, 2014.**

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

4. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133 (Section II.D.4-5).

I. Contribution; Subcontractor Indemnity and Insurance.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

2. With respect to a Third Party Claim for which OEM is jointly liable with the Grantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the

parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OEM had sole liability in the proceeding.

3. With respect to a Third Party Claim for which the Grantee is jointly liable with OEM (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

4. Subgrantee shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

5. Subgrantee shall require its contractor(s) or (subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

J. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.

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 OEM (or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.**

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

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

N. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D (Administrative Requirements, Retention and Access to Records, and Audits); Section II.E (Procurement Requirements); Section II.F (Property/Equipment Management and Records Control, and Retention of Records); Section II.H (Reports); and Section II.I (Contribution; Subcontractor Indemnity and Insurance).

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.

III. Subgrantee Compliance and Certifications

A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). The Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (http://www.epls.gov/) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.

B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per expenditure. The Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.

C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 44 CFR Part 13.
2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2.
3. Audit Requirements set forth in OMB Circular A-133.
4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5. USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
6. Award Term for Trafficking in Persons set forth in 2 CFR Part 175.
7. Requirements for Drug-Free Workplace set forth in 2 CFR Part 3001.
8. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.
9. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
10. Protection of Human Subjects, set forth in 45 CFR Part 46.
11. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.
12. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
13. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
14. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:

   a. Title VI of the Civil Rights Act of 1964 as amended, and related nondiscrimination regulations in 44 CFR Part 7.
   b. Title VIII of the Civil Rights Act of 1968, as amended.
   c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
   d. Age Discrimination Act of 1975, as amended, 42 USC § 6101.
   e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
   f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

   If, during the past three years, the Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Subgrantee, or the Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.

3. Services to Limited English Proficient (LEP) Persons. The Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see http://www.lep.gov.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:

   a. National Environmental Policy Act of 1969, as amended, 42 USC 4321, and related FEMA regulations, 44 CFR Part 10.
   b. National Historic Preservation Act, 16 USC 470 et seq.
   c. Endangered Species Act, 16 USC 1531 et seq.
   d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

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

2. **The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater.** The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any

construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). The Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. The Subgrantee must notify this office if an employee of the Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

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

H. Human Trafficking (2 CFR Part 175). The Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

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

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in additional to all other remedies under this Agreement. The Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. The Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. The Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. The Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). The Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IV. Suspension or Termination of Funding

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

A. Failure to comply substantially with the statutory and administrative requirements or objectives of the Urban Area Security Initiative Grant Program, with the Program guidelines, or with other applicable federal or state laws and regulations.

B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Investment Justifications.

C. Failure to adhere to the requirements of this Agreement and standard or special conditions.

D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, would not have been funded.

E. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement

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

1. A reduction in federal funds which are the basis for this Agreement.
2. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
3. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.
4. A failure by OEM to obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow OEM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

B. OEM may terminate this Agreement, - immediately upon written notice to Subgrantee, or at such later date as OEM may establish in such notice, if Subgrantee commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit Subgrantee an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.

VI. Subgrantee Reptesentations and Warranties

The Subgrantee represents and warrants to OEM as follows:

A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.

C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.

D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

for

5/17/13

Paulina Layton, Mitigation and Recovery Section Director — Date
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

5/8/13

Signature of Authorized Subgrantee Official — Date

for Charlie Hales, Mayor

Name/Title

APPROVED AS TO FORM
James H. Van Dyke
CITY ATTORNEY

Approved for Legal Sufficiency:

By Keith L. Kutler by e-mail — March 28, 2013
Assistant Attorney General — Date

Multnomah County Contract Number 4400000649 - Exhibit A

RECEIVED

MAY 15 2013

Oregon Emergency Management

ORDINANCE No. 185990

*Accept and appropriate a grant in the amount of $2,049,396 from the Department of Homeland Security, FY 2012 Urban Areas Security Initiative Grant Program for the purpose of enhancing emergency preparedness through planning, training and equipping emergency responders. (Ordinance)

The City of Portland ordains:

Section 1. The Council Finds:

1. The Department of Homeland Security provides financial assistance to selected urban areas through the FY 2012 Urban Areas Security Initiative (UASI). The City of Portland, in cooperation with regional partners (TriMet, Port of Portland, Multnomah, Clackamas, Washington and Columbia Counties of Oregon and Clark County, Washington) applied for financial assistance to address the unique equipment, training, planning, exercise and operational needs of large urban areas.

2. The Department of Homeland Security has designated Portland, Oregon as the core urban area in the State of Oregon. The City of Portland will be eligible for a portion of the $2,049,396 available to our regional metropolitan area

3. Funds provided under the UASI Grant Program will be granted directly to the States with no less than 80% of the total award going to selected urban areas. Funds will be used and dedicated for equipment, training, planning and exercises. The Portland Urban Area has completed a regional strategy to guide the use of federal homeland security grant funds. The City of Portland Bureau of Emergency Management (PBEM) will administer the Grant for the region.

4. There are no financial match requirements for this Grant.

NOW THEREFORE, the Council Directs:

a. The Mayor and Portland Bureau of Emergency Management are authorized to accept the grant from the Department of Homeland Security in the amount of $2,049,396.

b. The Mayor is authorized to provide such information and assurances as are required for the grant period.

c. The FY 2012/2013 budget is hereby amended as follows:

<u>GRANTS FUND</u>
Fund - 217
Business Area – EM00
Bureau Program Expenses – $500,000

185990

d. The OMF Grants Office is authorized to perform all administrative matters in relation to the grant application, grant agreement or amendments, requests for reimbursement from the grantor, and to submit required online grant documents on the Mayor's behalf.

e. The Director of PBEM is authorized to accept on behalf of the City of Portland any subsequent modifications by the Department of Homeland Security for UASI Grant No. 12-170 (EM000025) provided such modifications do not increase the City of Portland's financial obligation or risk. Any modifications that increase the City of Portland's financial obligation or risk must be authorized by the Portland City Council.

Section 2. The Council declares that an emergency exists because a delay would unnecessarily delay the City's ability to perform the activities authorized by the grant. Therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council: APR 24 2013

Mayor Charlie Hales
Prepared by: Valentine Hellman
Date Prepared: 4/3/2013

LaVonne Griffin-Valade
Auditor of the City of Portland
By: [signature]
Deputy

Changes from UASI 11 to 12 - Deletions from 11 crossed out and additions from 12 bolded and underlined.

II. Conditions of Award

Section A unchanged

~~B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.~~
~~C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.~~
~~D. The Subgrantee agrees that all publications created with funding under tlls grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points ofview or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."~~

Section E and F become B and C but content unchanged

~~G~~ D. Administrative Requirements. Retention and Access to Records. and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section ~~H~~ E), ~~including competitive bid processes and other procurement requirements, and~~ to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Federal Acquisition Regulations (FAR) Part 31.2 (~~Federal Acquisition Regulations~~ - Contracts with Commercial Organizations).
c. Audit Requirements. OMB Circular A-133 ~~(States, Local Governments, and Non-Profit Organizations).~~

2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee ~~for a minimum of~~ until the latest of (a) six years following termination,

completion or expiration of this Agreement ~~for purposes of State of Oregon or Federal examination and audit~~, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

3. Access to Records. Subgrantee acknowledges and agrees, and Subgrantee will require its subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, ~~shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts~~ access to records, accounts, documents, information, facilities, and staff. Subgrantee and any subrecipients must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

Part 4 and 5 unchanged

~~H~~ E. Procurement Standards.
1. The Subgrantee shall use their own procurement procedures and regulations provided that the procurement conforms to applicable Federal ~~(44 CFR Part 13.36)~~ and State law (including without limitations ORS chapters 279A, 279B, 279C) ~~and standards~~.

~~2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.~~

Part 3, 4 and 5 become 2, 3 and 4 but content unchanged

~~I~~ F. Property/Equipment Management and Records Control, and Retention of Property/Equipment Records.

1. Property/Equipment Management Records Control.

Parts a - f unchanged

g. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

Parts g and h become h and I but content is unchanged

Section J becomes section G but content is unchanged

~~K~~ H. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, or termination of this Agreement, or both.

1. Performance Reports.

The Subgrantee agrees to submit reports in a form acceptable to OEM on reporting on its progress in meeting ~~each of~~ its agreed upon strategic goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2012 Urban Area Security Initiative Grant Program and how they address identified project specific strategic goals and objectives.

Performance reports are due to OEM ~~by the end~~ on the last day of each calendar year quarter.

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

2. Biannual Strategy Implementation Report.
The Subgrantee agrees to provide reports to OEM in a form acceptable to OEM to enable OEM to meet its obligation to provide to FEMA the Biannual Strategy Implementation Report (BSIR) to show progress made toward meeting strategic goals and objectives. BSIR completion is due twenty-one days after the end of each BSIR reporting period, July 21 for the reporting period January 1 through June 30; and January 20 for the reporting period of July 1 through December 31.

Part 2 becomes Part 3 but content is unchanged.

Section L becomes I and is deleted in its entirety and replaced with new language

~~L. Indemnification.~~

~~The Sub-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, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses,~~

~~damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.~~

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

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

I. Contribution: Subcontractor Indemnity and Insurance.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

2. With respect to a Third Party Claim for which OEM is jointly liable with the Grantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OEM had sole liability in the proceeding.

3. With respect to a Third Party Claim for which the Grantee is jointly liable with OEM (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount

of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

4. Subgrantee shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

5. Subgrantee shall require its contractor(s) or (subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

Section M becomes Section J but content is unchanged

Section N is deleted in its entirety

~~O~~ 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 OEM (or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of

Oregon to be sued in federal court. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Sections P - T become sections L - P but content is unchanged

III. Subgrantee Compliance and Certifications

A. Debarment. Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (~~This certification is required by regulations published May 26,1988, implementing Executive Order 12549, Debarment and Suspension, 44~~ CFR Part ~~17~~ 13.35). The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (http://www.epls.gov /) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.

B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying ~~(http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)~~. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government~~, without the express prior written approval of FEMA~~. These lobbying prohibitions can be found at 31 USC § 1352.

C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 44 CFR Part 13.
2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2.
3. Audit Requirements set forth in OMB Circular A-133.
4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
6. Award Term for Trafficking in Persons set forth in 2 CFR Part 175.
7. Requirements for Drug-Free Workplace set forth in 2 CFR Part 3001.
8. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.
9. Clean Air Act of 1970, as amended, 42 USC§ 7401-7671, and Clean Water Act of1977, as amended, 33 USC§ 1251.
10. Protection of Human Subjects, set forth in 45 CFR Part 46.
11. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.
12. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.

13. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC§ 3951, pursuant to regulations set forth in 44 CFR Part 9.
14. USA Patriot Act of2001, as amended, 8 USC§ 1105, 1182, 1189.

D. Non-discrimination and Civil Rights Compliance. Equal Employment Opportunity Program and Services to Limited English Proficient (LEP) Persons.

1. Non-discrimination and Civil Rights Compliance. ~~The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender.~~ The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:

a. Title VI of the Civil Rights Act of 1964 as amended, and related Nondiscrimination Regulation s in 44 CFR Part 7;
b. Title VIII of the Civil Rights Act of 196,8, as amended.
~~b~~ c. Titles I, II and II of the Americans with Disabilities Act ~~(ADA)~~ of 1990~~;~~, as amended, 42 USC §§ 12101 - 12189.
d. Age Discrimination Act of 1975, as amended, 42 USC § 6101.
e. Title IX of the Education Amendments of 1972, as amended, 20 USC§ 1681 et seq.
f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

~~In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.~~
If, during the past three years, the Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Subgrantee, or the Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.

~~3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see http://www.lep.gov.~~

3. Services to Limited English Proficient (LEP) Persons. The Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see http://www.lep.gov.

Section E is unchanged

Section F is deleted in its entirety and replaced

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

~~1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:~~

~~a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and~~
~~b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.~~

~~2. You must identify all known workplaces under your Federal awards.~~

~~Additional information can be referenced at:~~
~~http://www.access.gpo.gov/nara/cfr/waisidx_08/ 44cfrv1_08.html.~~

F. Drug Free Workplace Requirements (2 CFR Part 3001). The Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC§ 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. The Subgrantee must

notify this office if an employee of the Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment

Section G was unchanged

H. Human Trafficking (2 CER Part 175). The Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

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

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in additional to all other remedies under this ~~award~~ Agreement. The Subgrantee must include these requirements in any ~~subaward~~ subgrant made to public or private entities.

I. Fly America Act of 1974. The Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 411 02) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended (49 USC§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. The Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. The Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). The Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any

scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

RESOLUTION NO.

A RESOLUTION AUTHORIZING TWO INTERGOVERNMENTAL AGREEMENTS WITH MULTNOMAH COUNTY FOR THE STATE OF OREGON MILITARY DEPARTMENT UASI GRANT PROGRAM FUNDS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Department of Homeland Security (DHS) has the Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

2. DHS has awarded UASI grant funding in the amount of $4,925,160 in Fiscal Year 2011 to the State of Oregon Military Department (State) for distribution to the Portland Urban Area (PUA) and

3. DHS has awarded UASI grant funding in the amount of $2,049,396 in Fiscal Year 2012 to the State for distribution to the PUA and

4. The State, Multnomah County and the City of Portland have agreed to move the UASI grant administration for the PUA from City of Portland, to Multnomah County.

5. As part of the PUA the City of Troutdale is an eligible benefiting jurisdiction within the County for UASI grant funding.

6. The City must enter into Intergovernmental Agreements (IGA) with Multnomah County to receive UASI grant funds.

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

Section 1. Agrees now that the City enter into two IGAs with Multnomah County for access to the DHS Urban Areas Security Initiative grant program funds the Portland Urban Area.

Section 2. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby, authorized, empowered and directed to sign on behalf of the City the IGAs, and any and all other required and necessary documents to implement the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGAs in substantial conformity with Exhibits A and B of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official are authorized to determine, execute, acknowledge and deliver any subsequent addendums, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. Upon adoption, this Resolution shall be effective as of April 1, 2012.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder
Adopted:

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Authorizing An Intergovernmental Agreement With The City Of Gresham For The Mutual Aid Sharing Of Certified Building Inspection Services.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** January 28, 2014 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS:
A: The proposed Intergovernmental Agreement in its substantial form

Subject / Issue Relates To:
☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- IGA to provide backup support services for the building inspection program providing better customer service coverage
- The IGA allows for incremental as needed additional services, providing a cost effective scaling of the delivery of City services

BACKGROUND:

The State Building Codes Division requires every municipality that administers and enforces a building inspection program shall operate in a manner which is consistent with the program standards described by the Division in OAR 918-020-0090. The program requires having

Reviewed and Approved by City Manager:

adequate certified personnel to perform plan reviews and inspections consistent with State and local Codes.

The over the past several year there has been significant fluctuation in development and construction activity Troutdale, creating variations in the demand for inspection services and staffing levels. The proposed IGA allows both cities to be more cost effective and better serve the public by sharing experienced certified inspection personnel on an as needed backup basis.

Costs and revenue should generally run in parallel as permit fee revenue would result from increased construction demand, providing offset for IGA costs.

SUMMARY:

The resolution authorizes the City Manager or Finance Director to sign the IGA Agreement and any supporting documents.

PROS & CONS:

A. Approve the proposed resolution to provide the necessary backup certified inspection personnel which is in the best interest of the City.

B. Not approve the proposed resolution undermining and limiting the cost effective delivery of City inspection services.

Current Year Budget Impacts ☒ Yes *(describe)* ☐ N/A
First Year: unknown, dependent upon permit volume

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Future Years: unknown, dependent upon permit volume

Community Involvement Process: ☐ Yes *(describe)* ☒ N/A

Exhibit A

1/28/14 Council Mtg. – Item #3.3

INTERGOVERNMENTAL AGREEMENT #6019
BETWEEN THE CITIES OF GRESHAM AND TROUTDALE

This agreement (Agreement) is made and entered into by and between the City of Gresham (Gresham) and the City of Troutdale (Troutdale) effective as of the last date of signature indicated below (Effective Date).

RECITALS

A. With the fluctuation in development and construction activity in Multnomah County, Gresham and Troutdale have experienced variations in the demand for Building Services over the course of the past few fiscal years. Both parties believe it may be more cost effective and better serve the public to share experienced staff of another jurisdiction rather than independently hiring additional staff.

B. By the authority granted in Oregon Revised Statutes (ORS) 190.010 et. seq., local government agencies may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Gresham and Troutdale as follows:

TERMS OF AGREEMENT

1. Upon request jurisdiction shall provide certified and qualified staff (Staff) with sufficient expertise and experience to perform the services requested (Services). Services performed will be limited to those job functions contained within the Staff's current job classification(s) and will be provided at a rate of $100 per hour. Services will not exceed 40 hours per week unless agreed to in writing by both parties.

2. Jurisdiction will invoice for loaned Staff Services within 30 days from the end of each fiscal quarter (March, June, September, December) based on timesheets submitted by loaned Staff for hourly Services rendered. The timesheets shall include time actually worked by the loaned Staff. Travel time between jurisdictions is not considered time actually worked under this Agreement.

3. While performing Services, loaned Staff will remain an employee of the lending jurisdiction and will continue to be compensated and provided benefits by said jurisdiction. Staff shall not be entitled to any benefits or other compensation from the requesting jurisdiction.

4. All fees for, and revenue generated from the work performed by the loaned Staff while working at requesting jurisdiction will be collected and retained by the requesting jurisdiction.

5. This Agreement expires June 30, 2015. Either party may terminate the Agreement at any time prior to that expiration by providing ninety (90) day written notice to the other party. Upon written approval this agreement may be extended for additional 1 year terms.

6. Subject to the limitations of the Oregon Tort Claims Act, Gresham and Troutdale agree to indemnify, defend and hold harmless the other party, its agents, employees and elected officials from any and all claims that may arise in connection with any of the Services provided under this Agreement.

7. The Gresham Community Development Director and Troutdale Community Development Director may establish rules and practices necessary carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Gresham Community Development Director and Troutdale Community Development Director to signify mutual agreement. Rules and practices adopted under this paragraph shall not modify the terms of this Agreement.

8. Each jurisdiction is a subject employer under the Oregon Workers' Compensation law, and at all times shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers.

11. Troutdale and Gresham agree this Agreement does not constitute a transfer of a public employee pursuant to ORS 236.605 through 236.640.

12. This Agreement constitutes the entire agreement between Gresham and Troutdale on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to Troutdale and Gresham and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that their respective city managers have read and understand this Agreement, that each has the authority to sign and bind respectively Gresham and Troutdale and that Gresham and Troutdale shall be bound by its terms and conditions.

CITY OF GRESHAM

_____ _____

Erik Kvarsten, City Manager Date

CITY OF TROUTDALE

_____ _____

Craig Ward, City Manager Date

Reviewed as to form.

_____ _____

Gresham City Attorney Troutdale City Attorney

RESOLUTION NO.

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR THE MUTUAL AID SHARING OF CERTIFIED BUILDING INSPECTION SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Troutdale Building Department has certified personnel to perform plan reviews and. structural, mechanical, electrical and plumbing inspections.

2. The City of Gresham Building Department has represented that it has certified personnel to perform plan reviews and. structural, mechanical, electrical and plumbing inspections.

3. The Troutdale inspectors have limited hours which do not always coincide with requested inspection schedule, and which require supplemental support from time to time.

4. The City of Gresham and the City of Troutdale desire to provide for mutual aid sharing of certified personnel on an as needed basis.

5. An Intergovernmental Agreement (IGA) between the City of Troutdale and the City of Gresham is necessary in order to provide these contract services.

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

Section 1. Agrees now that the City enter into the IGA with the City of Gresham for the sharing of certified building inspection personnel and services.

Section 2. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby, authorized, empowered and directed to sign on behalf of the City the IGA, and any and all other required and necessary documents to implement the of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver in the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms

and intent of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official are authorized to determine, execute, acknowledge and deliver any subsequent addendums, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall take effect July 1, 2013.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder
Adopted:

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Authorizing Two Tax Exempt Municipal Equipment Lease Finance Agreements for Ricoh Network Digital Printer Copiers.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** January 28, 2014 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS:

A: The proposed Police Facility copier Lease Agreement in its substantial form

B: The proposed City Hall and Admin Office copiers Lease Agreement in its substantial form

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- The current photocopiers at City Hall, and City Admin Office lease terms have expired, and also the copier at the Police Facility has reached "end of life equipment" status, and the equipment will be reclaimed by the vendor
- The routine end of lease equipment replacement for the photocopier to support efficient and effective delivery of city services
- The proposed Lease Agreements provides the most cost effective delivery of equipment.

Reviewed and Approved by City Manager:

BACKGROUND:

The current equipment at the Police Facility has reached the end of the lease term and will be reclaimed by the leasing vendor. The Police Facility necessarily require both computer printing and photocopier capability in order to effectively delivery their city services to the public. The proposed equipment lease will provide the networked printer and copier device. The current equipment at both City Hall and City Admin Office have also reached the end of the lease term.

The Government Contract and Municipal Leasing Program through provisions of the U.S. Communities cooperative purchasing program provides the City with the benefit of pricing power from a nationally competitively bid agreement, and is in the best interest of the City.

The leases provide lower monthly lease payments, and a reduction in operating and maintenance costs. The two leases cover three copiers where the new equipment will provide current technology and improved reliability.

SUMMARY:

The resolution authorizes the City Manager or Finance Director to sign the Lease Agreement and supporting documents for a routine equipment lease finance agreement.

PROS & CONS:

A. Approve the proposed resolution to provide the necessary networked printer and copier equipment for staff to be stationed at the Police Facility, City Hall and the City Admin Office.

B. Not approve the proposed resolution significantly undermining and limiting the staff productivity in delivering city services.

Current Year Budget Impacts ☒ Yes *(describe)* ☐ N/A
First Year: monthly payments of $269.42 and $490.96

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Future Years: monthly payment of $259.42 totaling $9,100.00, and $490.96 totaling $26,114.89

Community Involvement Process: ☐ Yes *(describe)* ☒ N/A

Exhibit A

usbank. EQUIPMENT FINANCE

Application # 1782692

Tax-Exempt Lease/Purchase Agreement

Accepted by Lessor:	Agreed to by Lessee:
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") (the "Lessor") 1310 Madrid Street Ste 101 Marshall, MN 56258	City of Troutdale (the "Lessee") 219 E Historic Columbia River Hwy Troutdale OR 97060
By: Date: Sign&Date	By: Date:
Name:	Name: Erich Mueller
Title: Documentation Analyst	Title: Finance Director
Telephone: 800-328-5371	Telephone: 503-674-7231

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Lessee and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Amortization Schedule attached to the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, and the loss of federal tax exemption of the interest on any of the Lease Payments, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. Lessee agrees that the new Lessor will not be subject to any claims, defenses, or offsets that Lessee may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

EQUIPMENT FINANCE

Application # 1782692

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.

2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

3. Term and Payments. Lease Term and Lease Payments are per attached Amortization & Payment Schedule. If the Payment Due Dates are not defined, they shall be defined as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown on the attached Amortization Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.

4. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 1/30/2014.

5. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is $ 9,100.00.

6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

7. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.

8. Bank Qualification. Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

Initial Here _____ Lessee initial here, only if Bank Qualification is applicable

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bank Equipment Finance	**Lessee:** City of Troutdale
By:	By:
Name:	Name: Erich Mueller
Title: Documentation Analyst	Title: Finance Director

Sign Here

Sign Here

Attest: By
Name: Craig Ward
Title: City Manager

usbank.

EQUIPMENT FINANCE

EXHIBIT D

Application # 1782692

Lessee's Certificate

Re: Tax Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between Lessee and Lessor

We, the undersigned, being duly elected, qualified and acting authorized representatives of Lessee, with the titles as set forth in our respective signature blocks below, do hereby certify, as of the date of the above-referenced Agreement (the "Agreement"), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement by at least one of the undersigned.

2. Each undersigned held at the time of such authorization and holds at the present time the office set forth below in such undersigned's signature block. Each undersigned's signature set forth below is true and correct.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

City of Troutdale
By:
Name: Erich Mueller
Title: Finance Director

*MUST BE SIGNED BY PERSON SIGNING THE AGREEMENT

City of Troutdale
By:
Name: Craig Ward
Title: City Manager

MUST BE SIGNED BY OFFICER – OFFICER OTHER THAN PERSON SIGNING THE AGREEMENT

NOTE: NEED TWO SEPARATE OFFICER'S SIGNATURES, ONE OF WHICH MUST BE PERSON SIGNING THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Exhibit B

usbank. EQUIPMENT FINANCE

Application # 1800309

Tax-Exempt Lease/Purchase Agreement

Accepted by Lessor:	Agreed to by Lessee:
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") (the "Lessor") 1310 Madrid Street Ste 101 Marshall, MN 56258	City of Troutdale (the "Lessee") 219 E Historic Columbia River Hwy Troutdale OR 97060
By: Date: Sign&Date	By: Date:
Name:	Name: Erich Mueller
Title: Documentation Analyst	Title: Finance Director
Telephone: 800-328-5371	Telephone: 503-674-7231

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Lessee and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Amortization Schedule attached to the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary end proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

EQUIPMENT FINANCE

Application # 1800309

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.

2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

3. Term and Payments. Lease Term and Lease Payments are per attached Amortization & Payment Schedule. If the Payment Due Dates are not defined, they shall be defined as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown on the attached Amortization Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.

4. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 3/23/2014.

5. Property Cost. The total principal amount under this Property Schedule for the acquisition cost of the Property is $ 26,114.89.

6. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

7. Lessee's Certificate. Lessee has provided the Lessee's Certificate in the form attached as Exhibit D, hereto.

8. Bank Qualification. Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding $10,000,000.

Initial Here _____ Lessee initial here, only if Bank Qualification is applicable

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: U.S. Bank Equipment Finance	**Lessee:** City of Troutdale
By: Sign Here	By:
Name:	Name: Erich Mueller
Title: Documentation Analyst	Title: Finance Director

Sign Here Attest: By
Name: Craig Ward
Title: City Manager

usbank.

EQUIPMENT FINANCE

EXHIBIT D

Application # 1800309

Lessee's Certificate

Re: Tax Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between Lessee and Lessor

We, the undersigned, being duly elected, qualified and acting authorized representatives of Lessee, with the titles as set forth in our respective signature blocks below, do hereby certify, as of the date of the above-referenced Agreement (the "Agreement"), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement by at least one of the undersigned.

2. Each undersigned held at the time of such authorization and holds at the present time the office set forth below in such undersigned's signature block. Each undersigned's signature set forth below is true and correct.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to the Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

City of Troutdale
By:
Name: Erich Mueller
Title: Finance Director

*MUST BE SIGNED BY PERSON SIGNING THE AGREEMENT

City of Troutdale
By:
Name: Craig Ward
Title: City Manager

MUST BE SIGNED BY OFFICER – OFFICER OTHER THAN PERSON SIGNING THE AGREEMENT

NOTE: NEED TWO SEPARATE OFFICER'S SIGNATURES, ONE OF WHICH MUST BE PERSON SIGNING THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

RESOLUTION NO.

A RESOLUTION AUTHORIZING TWO TAX EXEMPT MUNICIPAL EQUIPMENT LEASE FINANCE AGREEMENTS FOR RICOH NETWORK DIGITAL PRINTER COPIERS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. City operations are delivered from several physical locations, and as such a true and very real need exists for the acquisition of the Equipment described in the Lease Agreement as of this date, and presented at this meeting, for the effective delivery of city services from the Police Facility, City Hall and City Admin Office locations.

2. And has further determined that the Equipment will be used solely for essential governmental functions and not for private business use; and

3. Acquisition of the Equipment through the provisions of the U.S. Communities cooperative purchasing Government Contract and Municipal Leasing Program is in the best interest of the City.

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

Section 1. Agrees now that the City as Lessee to enter into each of two Tax-Exempt Lease-Purchase Agreements ("Lease Agreement") in order to finance the lease/purchase acquisition of the equipment (the "Equipment"), for the City's authorized needs and purposes on terms to be determined in accordance with the provisions of the Lease Agreement,

Section 2. And, in order to secure the Lease Agreement pursuant thereto, to grant a first lien security interest in the Equipment financed in accordance with the Lease Agreement.

Section 3. To enable Lessee to finance the lease/purchase acquisition of the Equipment, with the intent that the interest portion of the Rental Payments therefore be excluded from gross income for federal income tax purposes and,

Section 4. And to make payments, as set forth in the Lease Agreement sufficient to pay both the principal and interest portion of the Rental Payments, including disbursing any funds necessary for implementation.

Section 5. Designates the City Manager or Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby, authorized, empowered and directed to sign on behalf of the city the Lease Agreement, and any and all other required and necessary documents to implement the of the transactions contemplated by the Lease Agreement.

Section 6. The City Official is hereby authorized to execute, acknowledge and deliver in the name and on behalf of Lessee to Lessor, the forms which are in substantial conformity with Exhibit A and B of the Staff Report, and with such changes as necessary to reflect the specific Equipment to be financed and financing terms applicable, and such other changes as the signing officer shall determine to be advisable.

Section 7. Further, the City Official are authorized to execute, acknowledge and deliver in the name and on behalf of Lessee any other agreement, instrument, certificate, representation, addendums, supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the Lease Agreement, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 8. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the 60 monthly lease principal payments totaling an amount not to exceed $9,100.00 for the first lease agreement, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 9. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the 60 monthly lease principal payments totaling an amount not to exceed $26,114.89, for the second lease agreement, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 10. This Resolution shall take effect upon adoption.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder
Adopted:

AGENDA ITEM #5

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Motion accepting the Selection Committee's recommendation for appointments to the Parks Advisory Committee, Citizens Advisory Committee, Budget Committee, Planning Commission, and Public Safety Advisory Committee

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** January 28, 2014 **STAFF MEMBER:** Debbie Stickney **DEPARTMENT:** Executive
ACTION REQUIRED Motion **PUBLIC HEARING** No	**SELECTION COMMITTEE RECOMMENDATION:** Approval **Comments:**

STAFF RECOMMENDATION: Approve the recommendations forwarded by the Selection Committee.

EXHIBITS:
None.

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- Consider the recommendation forwarded from the Selection Committee for appointments to the City's Parks Advisory Committee, Citizens Advisory Committee, Budget Committee, Planning Commission, and Public Safety Advisory Committee.

Reviewed and Approved by City Manager:

BACKGROUND:

Each year the City conducts a recruitment process to fill vacancies on the City's committees. Ads are placed in the Gresham Outlook, the Troutdale Champion and on the City's Web Page soliciting citizens to apply for a position on one of our volunteer committees.

The City's Selection Committee, comprised of the Mayor, City Councilors and the Chair of the respective committee(s), met on Thursday, January 16, 2014 to interview applicants.

At the conclusion of the interviews the Selection Committee agreed to recommend the following applicants for appointment:

Parks Advisory Committee

Position #4 – Philip Mattson	Term Expires 12/31/16
Position #5 – Nell Simien	Term Expires 12/31/16
Position #6 – David Becker	Term Expires 12/31/16
Position #8 – Kimberly Meiggs	Term Expires 12/31/14

Citizens Advisory Committee

Position #2 – Zach Hudson (Re-appointed)	Term Expires 12/31/16
Position #3 – Janice White (Re-appointed)	Term Expires 12/31/16
Position #4 – Larry Collins-Morgan	Term Expires 12/31/16
Position #5 – Jon Lowell (Re-appointed)	Term Expires 12/31/16
Position #7 – Kimberly Meiggs	Term Expires 12/31/14
Position #8 – David Becker	Term Expires 12/31/14

Budget Committee

Position #4 – Tanney Staffenson (Re-appointed)	Term Expires 12/31/16
Position #5 – Zach Hudson (Re-appointed)	Term Expires 12/31/16
Alternate – Charles Foss	1/28/14 to 12/31/14

Planning Commission:

Alternate – Philip Mattson	1/28/14 to 12/31/14

Public Safety Advisory Committee:

Position #5 – Janet Cocco	Term Expires 12/31/16
Position #6 – Eric Lafe Berg	Term Expires 12/31/16
Position #7 – Jason Gates (Re-appointed)	Term Expires 12/31/16
Position #8 – Jon Brown (Re-appointed)	Term Expires 12/31/16
Position #9 – Joe Carlson	Term Expires 12/31/16