



# CLARK COUNTY STAFF REPORT

*Handwritten signature and initials*

**DEPARTMENT:** Clark County Sheriff's Office

**DATE:** March 21, 2013

**REQUEST:** Accept Interlocal Agreements between Clark County and (1) the Clark Regional Emergency Services Agency (CRESA); and (2) the City of Vancouver, Washington; for the Disbursement and Receipt of FY 2011 Urban Area Security Initiative (UASI) Grant Funds Awarded by the United States Department of Homeland Security (DHS) Office for Domestic Preparedness

**CHECK ONE:**                      X   Consent                           CAO

## BACKGROUND

On June 21, 2011, the Clark County Board of Commissioners approved an Interlocal Agreement (SH 11-71; Portland Contract No. 30002187) entitled "Intergovernmental Agreement between the City of Portland, Oregon and Clark County, Washington" The Intergovernmental Agreement ("IGA") was approved by the City of Portland on August 1, 2011. The IGA authorized the City of Portland, as grant administrator, to disburse to Clark County, as recipient, a portion of certain funds authorized by the United States Department of Homeland Security (DHS) Office of Domestic Preparedness. DHS awarded Urban Area Security Initiative (UASI) Grant No. 10-170 to the City of Portland, Oregon, Bureau of Emergency Management. In turn, Clark County was authorized to oversee disbursement of a portion of the funds or grant-funded equipment or services to sub-recipients, comprised of non-County emergency services agencies in Clark County. This agreement replaced a previous agreement and amendments regarding six previous annual UASI awards.

On June 19, 2012, the Clark County Board of Commissioners approved Amendment No. 1 (SR 135-12), which extended the term of the IGA and authorized the City of Portland to disburse to Clark County and its sub-recipients additional grant funds or grant-funded equipment or services from Grant No. 11-170. The grant contemplates application for and disbursement of additional grant funds or grant-funded equipment or services to Clark County public safety agencies in an aggregate value of \$187,903.

These grant monies are intended to increase the capability of critical urban areas to prevent and respond to chemical, biological, radiological, nuclear and explosive events (CBRNE) by providing for the purchase and distribution of specialized equipment, supplies and services to enhance the ability to prevent, deter, respond to and recover from CBRNE events, and in some instances, provide for the reimbursement of funds, for the same purpose, to the Portland, Oregon Urban Area, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington Counties in Oregon and Clark County in Washington.

By the terms of the proposed interlocal agreements, the Clark County Sheriff's Office will receive from the City of Portland and disburse to CRESA and the City of Vancouver certain UASI grant funds budgeted for use by their agencies.

## COMMUNITY OUTREACH

UASI grant funds are intended to make Clark County and the entire Portland-Vancouver Urban Area safer from acts of terrorism. They therefore help County agencies to accomplish one of their basic functions in ensuring the safety of Clark County citizens.

**BUDGET AND POLICY IMPLICATIONS**

The proposed interlocal agreements have no budgetary impact. Equipment will be purchased by the City of Portland and transferred directly to the City of Vancouver or CRESA in most cases. When cases do arise in which it is necessary for the Sheriff's Office to receive funds from the City of Portland and pass them through to another agency, the Sheriff's Office will submit a staff report requesting a resource-neutral budget adjustment at that time.

**FISCAL IMPACTS**

Yes (see attached form)                       No

**ACTION REQUESTED**

Accept and approve, in duplicate, the Proposed Interlocal Agreements with CRESA and the City of Vancouver.

**DISTRIBUTION**

SO Fiscal, John Lawler  
Auditor's Office, Amanda Miller  
PA's Office, Bernard Veljacic

Office of Budget  
CRESA, Brian Landreth

  
Name Joe Dunegan  
Title Clark County Undersheriff

Approved: April 2, 2013  
CLARK COUNTY  
BOARD OF COMMISSIONERS

SR 055-13

To Be Filed with Clark County Auditor

RETURN ADDRESS:  
Clark Regional Emergency Services Agency  
Attention Cheryl Bledsoe  
710 West 13<sup>th</sup> Street  
Vancouver, WA 98660

SH 13-17

**INTERLOCAL AGREEMENT**  
**Between**  
**CLARK COUNTY, WASHINGTON**  
**And**  
**THE CLARK REGIONAL EMERGENCY SERVICES AGENCY OF**  
**VANCOUVER, WASHINGTON**

THIS INTERLOCAL AGREEMENT is entered into by and between Clark County, Washington (“Recipient” and/or “County”) and the Clark Regional Emergency Services Agency of Vancouver, Washington (“Sub-recipient” and/or “CRESA”), pursuant to the authority granted in RCW Chapter 39.34, to provide for the disbursement of certain grant funds by Recipient to Sub-recipient for the procurement and distribution of equipment, supplies and professional services by CRESA to address certain catastrophic events.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded an Urban Area Security Initiative (UASI) grant award to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2011 (Grant No. 11-170); and

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

WHEREAS, after extensive, coordinated discussions between state and local officials, a list of specialized equipment, supplies and or other services, which list is attached hereto as Exhibit (1) and incorporated herein by this reference, to be purchased has been developed which is consistent with the Department of Homeland Security UASI goals and objectives; and

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

#### INTERLOCAL AGREEMENT

UASI Grants

Clark County, Washington – Clark Regional Emergency Services, Vancouver Washington

Page 2 of 6

1. **Purpose and Function.** The purpose of this Agreement is to permit the distribution of funds by Recipient to Sub-recipient for the acquisition of specialized equipment, supplies and other services to address certain catastrophic events in a manner that fully complies with the provisions of Urban Area Security Initiative (UASI) Grant for Fiscal Year 2011 (Grant # 11-170).

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

a. The Recipient agrees as follows:

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

b. The Sub-recipient agrees:

(1) To meet all terms and conditions and to assume all applicable risks of the attached intergovernmental agreement, Exhibit (2) hereto, as may be applicable to Recipient, as to any and all funds disbursed or distributed by Recipient to Sub-recipient under this Interlocal Agreement;

(2) To timely comply with all terms and conditions and all reporting obligations, as may be applicable to Recipient, required by the Grant Award Conditions and Certifications applicable to UASI Grant Fiscal Year 2011, which terms and conditions are attached to Exhibit (2) hereto and incorporated herein by this reference, as to any and all funds disbursed or distributed by Recipient to Sub-recipient under this Interlocal Agreement;

(3) To save and hold Recipient harmless from any and all risks, and to indemnify Recipient for any and all claims, suits or actions, occasioned by or arising from, directly or indirectly, the Sub-recipient's acquisition, use or enjoyment of equipment, supplies and services, through funds disbursed or distributed under this Interlocal Agreement; And Further, to comply with all the obligations, and be bound by any limitations, applicable to the City of Portland, Oregon under the UASI Grant Award Conditions and Certifications document for UASI Grant Fiscal Year 2011 and, in addition, to list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Sub-recipient and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment or services provided for under this Agreement, and as a party to whom a listed duty is due. **By signing this Agreement the Sub-recipient states that it has read the Award Conditions and Certifications and is authorized to be and is in agreement therewith.**

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

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

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

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

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

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

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

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

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

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

Director  
Clark Regional Emergency Services Agency  
710 West 13<sup>th</sup> Street  
Vancouver, WA 98660

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

Clark County Sheriff	and	County Administrator
PO Box 410		PO Box 5000
Vancouver, WA 98666-0410		Vancouver, WA 98666-5000


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

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

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

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

**CLARK REGIONAL EMERGENCY SERVICES AGENCY,  
VANCOUVER, WASHINGTON**

  
\_\_\_\_\_  
Anna Pendergrass, Director

Date 3-7-13

**CLARK COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Steven J. Stuart, Chair

Date April 2, 2013

\_\_\_\_\_  
Tom Mielke, Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
David Madore, Commissioner

Date \_\_\_\_\_

Approved as to form:  
TONY GOLIK  
Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Senior Deputy

  
\_\_\_\_\_  
Clerk to the Board



To Be Filed with Clark County Auditor

RETURN ADDRESS:  
Clark County Sheriff's Office  
Attn: John Lawler  
707 West 13<sup>th</sup> Street  
Vancouver, WA 98660-2809

SH 13-18

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

THIS INTERLOCAL AGREEMENT is entered into by and between Clark County, Washington ("Recipient" and/or "County") and the City of Vancouver, Washington ("Sub-recipient" and/or "City"), pursuant to the authority granted in RCW Chapter 39.34, to provide for the disbursement of certain grant funds by Recipient to Sub-recipient for the procurement and distribution of equipment, supplies and professional services by City to address certain catastrophic events.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, awarded an Urban Area Security Initiative (UASI) grant award to the City of Portland, Office of Emergency Management (POEM), as Grantee, for the Fiscal Year 2011 (Grant No. 11-170); and

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

WHEREAS, after extensive, coordinated discussions between state and local officials, a list of specialized equipment, supplies and or other services, which list is attached hereto as Exhibit (1) and incorporated herein by this reference, to be purchased has been developed which is consistent with the Department of Homeland Security UASI goals and objectives; and

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Function.** The purpose of this Agreement is to permit the distribution of funds by Recipient to Sub-recipient for the acquisition of specialized

equipment, supplies and other services to address certain catastrophic events in a manner that fully complies with the provisions of Urban Area Security Initiative (UASI) Grant for Fiscal Year 2011 (Grant # 11-170).

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(3) To save and hold Recipient harmless from any and all risks, and to indemnify Recipient for any and all claims, suits or actions, occasioned by or arising from, directly or indirectly, the Sub-recipient's acquisition, use or enjoyment of equipment, supplies and services, through funds disbursed or distributed under this Interlocal Agreement; And Further, to comply with all the obligations, and be bound by any limitations, applicable to the City of Portland, Oregon under the UASI Grant Award Conditions and Certifications document for UASI Grant Fiscal Year 2011 and, in addition, to list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Sub-recipient and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment or services provided for under this Agreement, and as a party to whom a listed duty is due. **By signing this Agreement the Sub-recipient states that it has read the Award Conditions and Certifications and is authorized to be and is in agreement therewith.**

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

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

City Manager  
The City of Vancouver, Washington  
210 East 13<sup>th</sup> Street  
Vancouver, WA 98660-3231

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

Clark County Sheriff	and	County Administrator
PO Box 410		PO Box 5000
Vancouver, WA 98666-0410		Vancouver, WA 98666-5000

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

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

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

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

**CITY OF VANCOUVER, WASHINGTON**

\_\_\_\_\_  
Timothy D. Leavitt, Mayor

Date \_\_\_\_\_

**CLARK COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Steven J. Stuart, Chair

Date April 2, 2013

\_\_\_\_\_  
Tom Mielke, Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
David Madore, Commissioner

Date \_\_\_\_\_

Approved as to form:  
TONY GOLIK  
Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Senior Deputy

  
\_\_\_\_\_  
Clerk to the Board

**BUDGET AND POLICY IMPLICATIONS**

The proposed interlocal agreements have no budgetary impact. Equipment will be purchased by the City of Portland and transferred directly to the City of Vancouver or CRESA in most cases. When cases do arise in which it is necessary for the Sheriff's Office to receive funds from the City of Portland and pass them through to another agency, the Sheriff's Office will submit a staff report requesting a resource-neutral budget adjustment at that time.

**FISCAL IMPACTS**

Yes (see attached form)                       No

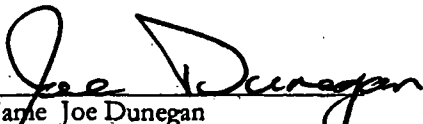
**ACTION REQUESTED**

Accept and approve, in duplicate, the Proposed Interlocal Agreements with CRESA and the City of Vancouver.

**DISTRIBUTION**

SO Fiscal, John Lawler  
Auditor's Office, Amanda Miller  
PA's Office, Bernard Veljacic

Office of Budget  
CRESA, Brian Landreth

  
Name Joe Dunegan  
Title Clark County Undersheriff

Approved: April 2, 2013  
CLARK COUNTY  
BOARD OF COMMISSIONERS

SR 056-13