

W. G. E. L.

AGENDA COVER MEMORANDUM

TO: Board of County Commissioners

DEPARTMENT: Lane County Sheriff's Office

PRESENTED BY: Judy Simpson

SUBJECT: IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE INTERGOVERNMENTAL AGREEMENT BETWEEN OREGON EMERGENCY MANAGEMENT AND LANE COUNTY FOR STATE HOMELAND SECURITY GRANT FUNDS IN THE AMOUNT OF \$155,000

I. MOTION

MOVE THAT THE BOARD OF COUNTY COMMISSIONERS DELEGATE THE AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT FOR GRANT FUNDS

ISSUE/PROBLEM

Should Lane County accept grant funding in order to conduct a Homeland Security Exercise.

II. DISCUSSION

A. Background

Oregon Emergency Management (OEM) administers the State's Homeland Security Exercise Program.

Lane County seeks funds to conduct an explosive device scenario security exercise in September 2006.

OEM will reimburse Lane County for the security exercise an amount not to exceed \$155,000.

Period of performance for the exercise grant begins 10 July 2006 through 30 September 2006.

Requirements are to bill for all allowed costs no later than 31 October 2006 and provide a draft performance report to OEM no later than 30 November 2006.

B. Analysis

Lane County benefits from homeland security exercises, and grant funds provide an excellent means to fund these exercises.

C. Alternatives/Options

1. Adopt the order to approve execution of the Intergovernmental Agreement with Oregon Emergency Management.
2. Do not approve the order.

D. Recommendations

Recommends Board approval of proposed Board Order.

E. Timing

As indicated above.

III. IMPLEMENTATION/FOLLOW-UP

Intergovernmental agreement will be executed.

IV. ATTACHMENTS

1. Proposed Board Order No. _____.
2. Intergovernmental Agreement between OEM and Lane County.

INTERGOVERNMENTAL AGREEMENT

WHEREAS, Oregon Emergency Management, hereinafter called OEM, is administering the State's Homeland Security Exercise Program, and

WHEREAS, Lane County is seeking funding to conduct a Homeland Security Exercise in September of 2006 surrounding an explosive device scenario, therefore;

OEM agrees to reimburse Lane County an amount not to exceed \$155,000.02 per the county's budget proposal (attached) for the following:

1. Personnel expenses for planning and administration to include overtime and backfill expenses incurred by agencies in order for personnel to participate in planning conferences and meetings plus contractors expenses for exercise design, logistical support and exercise conduct.
2. Mileage and lodging costs for evaluators from out of the area.
3. Printing, binding and postage for various exercise documents. Meals and refreshments are for planning conferences, sub-committee meetings and 4 working lunches. Supplies are also for decontamination, as well as meals and refreshments for participants on the day of the exercise.
4. Equipment rental is for portable toilets at the University of Oregon, tents for inclement weather, an ambulance on standby in the event of a real emergency and transport vehicle for the simulation of the transport of the explosive device, a modular observation towers for police and a 3D model of the stadium. The "Other" expense represents the cost of having the exercise professionally video taped for future learning.
5. Lane County agrees to bill for all costs associated with this agreement, and to provide a final billing to OEM no later than October 31, 2006. Lane County also agrees to provide back-up documentation for all costs, to include an appropriate time sheet, receipts for supplies purchased and copies of all travel expense detail sheets for travel reimbursement. Lane County agrees that reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, date and places of travel, as well as the copy of the travel expense detail sheet. All invoices for meals must be accompanied by an agenda showing a working lunch, and shall include a roster of the people attending. Personnel costs shall be documented with back-up documentation of payroll costs, and the overtime benefit rate used as well as the time sheets.

6. Lane County agrees to provide a draft performance report to OEM by no later than November 30, 2006. Lane County also agrees to provide OEM all documentation required to receive funding through the Homeland Security Exercise Grant Program as outlined in the HSEEP guidance. Additionally, Lane County agrees to provide OEM with an EMERs report form.

7. This agreement may be modified at the request of both parties; however, at no point in time may either party cancel the agreement without 45 days notice.

8. If, at the end of the grant period, Lane County has not performed an exercise meeting the requirements of the program, OEM may seek reimbursement of all funds given to the County.

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

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

11. The period of performance for this grant is July 10 through September 30, 2006.

FOR LANE COUNTY

Name

Title

Date

FOR OREGON EMERGENCY MANAGEMENT

Name _____

Title _____

Date _____