



CLATSOP COUNTY
BOARD OF COMMISSIONERS AGENDA WORK
SESSION & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING, 857
COMMERCIAL ST., ASTORIA

Wednesday, December 13, 2023

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

commissioners@clatsopcounty.gov

CONTACT:

800 Exchange, Suite 410
Astoria, OR 97103
Phone (503) 325-1000
Fax (503) 325-8325

www.clatsopcounty.gov

JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

To access the meeting by phone – Please dial 1-253-215-8782.

Webinar ID: 842 1598 3879

Passcode: 680424

[\(Zoom link\)](#)

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or during Business from the Public. There are three ways to do this: On our website at clatsopcounty.gov, [emailing](#) or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. In-person testimony, please fill out a blue comment card and submit to Clerk of the Board. You may also submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 4:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

TOPICS:

- [1.](#) Board Discussion Regarding Role of Commissioners and Chair {20 min} {Page 4}
 - [2.](#) Strategic Planning Work Session #2 {90 min} {Page 7}
-

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or emailing commissioners@clatsopcounty.gov by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

- [3.](#) Board of Commissioners Meeting Minutes 10-25-23 {Page 22}
- [4.](#) Board of Commissioners Meeting Minutes 11-08-23 {Page 26}
- [5.](#) Lease agreement for Tillamook Head Communications Site {Page 31}
- [6.](#) FY23/24 budget and appropriations adjustments for unanticipated grant revenue from Columbia Pacific CCO for Syringe Service Program /Harm Reduction program supplies {Page 47}
- [7.](#) Award Two Year Contract to perform Landscape Maintenance Work {Page 60}
- [8.](#) Amendment No. 2 to Grant No. 15663 State of Oregon, Dept. of Education
- [9.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 113}
- [10.](#) State Homeland Security Program (SHSP) Grant No. 23-259 {Page 116}
- [11.](#) Contract for 2023-24 Emergency Management Program Grant (EMPG) {Page 140}
- [12.](#) Amended and Restated IGA with the State of Oregon, acting by and through its Oversight and Accountability Council (OAC), which is staffed by Oregon Health Authority (OHA), for the Biennium July 1, 2023 through June 30, 2025 {Page 165}
- [13.](#) IGA #180004 Amendment #4 with Oregon Health Authority (OHA) for the Biennium July 1, 2023 through June 30, 2024 {Page 235}
- [14.](#) Youngs Bay Net Pen Gangway Replacement Construction Contract with Bergerson Construction {Page 248}
- [15.](#) Agreement with IZO Inc. for the Biennium July 1, 2023 through June 30, 2025 {Page 258}
- [16.](#) Subrecipient Funding Agreement – LiFEBoat Services {Page 285}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [17.](#) Organic Materials Recovery and Bioenergy Feasibility Study Phase II Contract – Jacobs Engineering, Inc. {Page 333}
- [18.](#) Award Contract to Rehabilitate Sewer at Clatsop County Jail {Page 345}

PUBLIC HEARINGS

[19.](#) Second Reading of Ordinance 23-09: Goal 11 Exception to Expand Arch Cape Sanitary District to Arch Cape Fire Hall {Page 369}

[20.](#) Second Reading of Ordinance 23-10: Goal 11 Exception to Expand Arch Cape Sanitary District to Include 79876 and 79878 Hwy 101 {Page 373}

[21.](#) Ordinance 24-01: 2023 LAWDUC Legislative Amendments (formerly Ordinance 23-15) {Page 377}

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

Agenda packets also available online at www.clatsopcounty.gov

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

December 13, 2023

Topic: Board Discussion Regarding Role of Commissioners and Chair
Presented By: Mark Kujala, Chair

**Informational
Summary:**

The Board will review and discuss the roles of Board members and the Chair. The attached document was prepared by staff and outlines the various roles and responsibilities included in the Charter, Board Rules and Administrative Code for the Board members and Chair, respectively. Per Charter, the Board will be considering appointment of the Board Chair for 2024 on January 10th.

Attachment List

- A. Document – Role of Board of Commissioners and Board Chair

ROLE OF CLATSOP COUNTY BOARD OF COMMISSONER MEMBERS

- All elective county offices shall be nonpartisan and shall remain so in all subsequent performance of the duties and responsibilities of the office (Charter, chapter 1, section 5)
- The board shall adopt rules governing its meetings. (Charter, chapter 3, section 5(A))
- The board exercises its legislative authority by adoption of ordinances. (Charter, chapter 3, section 8)
- The board shall maintain general oversight of the financial operation of the county through: a) adoption of the annual budget; b) annual review of financial policies and planning documents; and c) regular monitoring of the financial condition of the county. (Charter, chapter 5, section 1 and Board Rule 14.1)
- The board shall serve as the local contract review board and approve contracts, leases and agreements per purchasing rules and regulations. (Charter, chapter 5, section 2 and Administrative Code section 6.1 - 6.6)
- The board is the ultimate authority on what objectives the county will pursue (priorities/strategic plan) and how it will conduct business. (Board Rules Preamble)
- The board shall declare emergencies. (Administrative Code 1.040.070)
- The board shall authorize long, short and interim term debt. (Administrative Code 1.040.040)
- The board shall appoint a qualified firm to conduct the annual audit. (Administrative Code section 1.040.040 (B.4.C))
- Board members serve on boards, commissions and committees that are not a part of the county organization. The board member shall participate on the behalf of the full board and shall make decisions as the serving board member determines. If a board member believes a decision is inconsistent with the majority of the board, the board member may delay the decision until the full board can consider the question and provide advice, abstain from the decision, or make the decision and explain to the board the direction at an ensuing board meeting. (Board Rules, rule 3.7)
- Board members shall provide updates to the full board regarding matters of significance at the board work session and/or regular meeting. (Board Rules, rule 3.7 (3))
- The board shall appoint and may remove the County Manager and/or County Counsel by a majority vote. (Charter, chapter 4, section 1)
- The board shall govern lawfully, achieve appropriate results and avoid unacceptable actions and situations, and perform consistent with the board members code of conduct. (Board Rules, preamble, governance process)
- Charter amendment, revision and repeal may be submitted to voters for approval via initiative petition or ordinance. (Charter, chapter 6, section 3)
- After the release of the decennial census, review and adopt recommendations for modification to district boundaries (redistricting). (Charter, chapter 3, section 1(7))

ROLE OF CLATSOP COUNTY BOARD CHAIR

- At its first regular meeting of each year, the Board shall designate one of its members as the Chair and another as Vice-Chair. The Vice-Chair shall assume the duties of the Chair when that officer is absent. (Charter, chapter 3, section 4(B))
- Preside over the meeting of the Board. (Charter, chapter 3, section 4(A))
- Maintain a voice and a vote on all questions. Maintain authority to: a) preserve order at board meetings; b) enforce the rules of the board; c) determine the order of business of the board; and d) call special meetings and executive sessions. (Charter, chapter 3, section 4(A))
- The board chair is a voting member of the board and has no veto authority. The board chair serves as the political head of the county government. (Board Rules, rule 6.1)
- The board chair will sign all records of board decisions. The board chair will review and approve all expense reimbursements submitted by the county manager. (Board Rules, rule 6.1)
- The board chair shall assign membership to regional boards, local boards, committees and commissions. The assignments shall be based on input from board members and consider their interest and desires. If there are conflicts the board chair's decision shall be final. (Board Rules, rule 3.7 (1))
- The county manager, with the advice and consent of the board chair, will prepare the agenda for board meetings. (Board Rules, rule 5.1)

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

December 13, 2023

Topic: Strategic Planning Work Session #2
Presented By: Don Bohn, County Manager and Amanda Rapinchuk,
Management/Policy Analyst

**Informational
Summary:**

Clatsop County's annual strategic planning process is the structure through which the Board of County Commissioners:

1. Examine the County's progress implementing current priorities,
2. Consider what needs to be prioritized for the upcoming fiscal year (FY 24-25), and
3. Update the Strategic Plan accordingly.

Strategic Plan Review (Oct. 18)

Initiating our annual planning process, County staff provided an overview of Strategic Plan 2021, our current progress, and the upcoming strategic planning process.

Work Session #1 (Nov. 8)

In early October, a strategic planning survey went out to County management staff and representatives from a wide range of other local stakeholder groups to gather feedback on 1) external factors that will impact the County's ability to deliver services and 2) Strategic Plan priorities for FY 24-25.

During this first Work Session, the Board reviewed the results of the survey and discussed external factors and potential priorities for the upcoming fiscal year.

Work Session #2 (Dec. 13)

During today's Work Session, the Board will complete several rounds of a prioritization group activity to:

1. Finalize their list of FY 24-25 priorities and
2. Assign a level of importance (tier 1, 2, and 3) to each priority.

Afterward, the Board will have a preliminary discussion on possible actions. The purpose of their discussion will be to gain clarity on any priorities in which the possible action may be unclear.

Following this Work Session (Friday), each Commissioner will receive a survey asking about the actions they would like to assign to FY 24-25 priorities. The results of this survey will inform the Board's discussion at their final Strategic Planning Work Session on Wednesday, January 24, 2023.

Attachment List

- A. Presentation Slides
- B. Draft List of FY 24-25 Priorities
- C. [Annual Update to Strategic Plan 2021: FY 23-24 Priorities](#) (weblink)



CLATSOP COUNTY STRATEGIC PLANNING WORK SESSION #2



Don Bohn, County Manager
Amanda Rapinchuk, Management/Policy Analyst

Date:
December 13, 2023



AGENDA

4:20 p.m. - Overview

4:25 p.m. - Board Activity (Part 1)

5:00 p.m. - 5 Minute Break

5:05 p.m. - Board Activity (Part 2)

5:30 p.m. - Board Discussion

5:50 p.m. - Next Steps



OVERVIEW

Our Current Progress

October

- ✓ Strategic Planning Survey (Oct 4)
- ✓ Strategic Plan Review (Oct 18)

November

- ✓ Work Session #1 - preliminary list of priorities (Nov 8)

December



- Work Session #2 - affirm FY 24-25 priorities and level of importance (Dec 13)



OVERVIEW

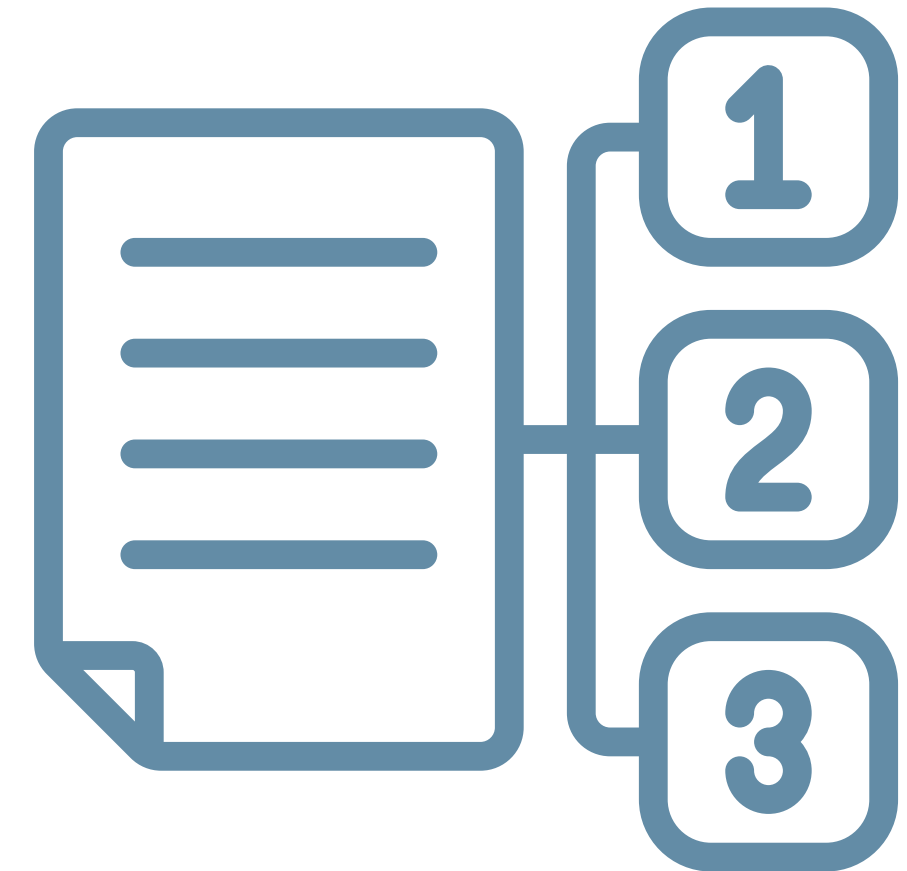
Our Goal for Today

FY 24-25 Priorities

- Determine list of priorities (objectives)
- Assign tiers (levels of importance)

Actions

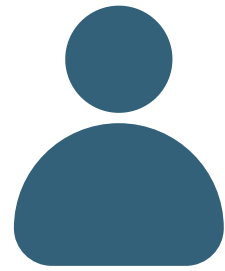
- Preliminary discussion of possible actions



BOARD ACTIVITY



Part 1 - Determine FY 24-25 Priorities



Individually

Identify your 10 most important priorities.

- Attach all 10 of your clothespins to the sides of 10 different priorities listed on the pocket charts
- One clothespin = one vote
- A Commissioner cannot vote for a priority more than once



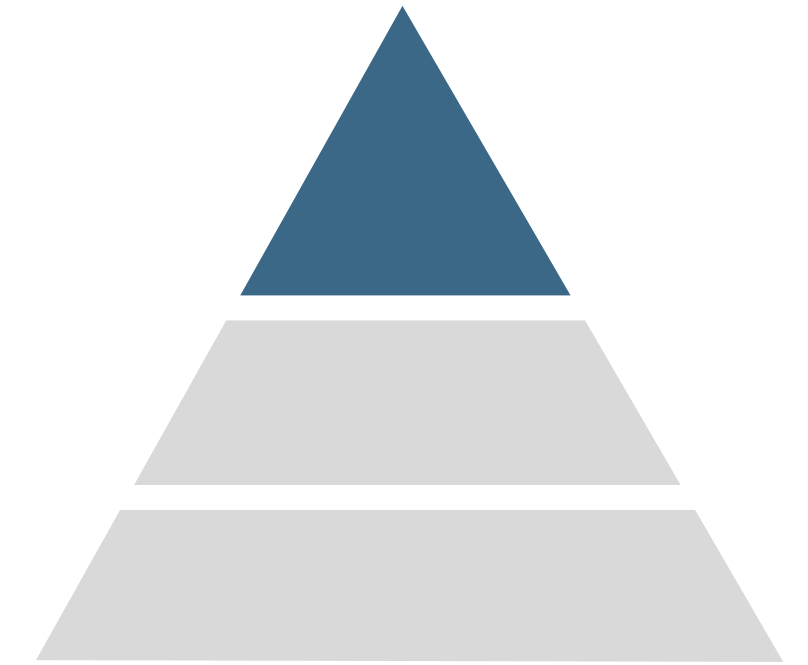
As a Group

Discuss the results of the activity and determine your list of priorities for FY 24-25.

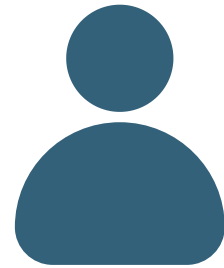
- What are some key takeaways from this activity?
- Would you like to remove any items to narrow this list or keep it as is?

BOARD ACTIVITY

Part 2 - Assigning Tiers (levels of importance)



Tier 1 (high importance)



Individually

Identify your five most important priorities.

- Attach five of your clothespins to the sides of five different priorities listed on the pocket charts
- One clothespin = one vote
- A Commissioner cannot vote for a priority more than once



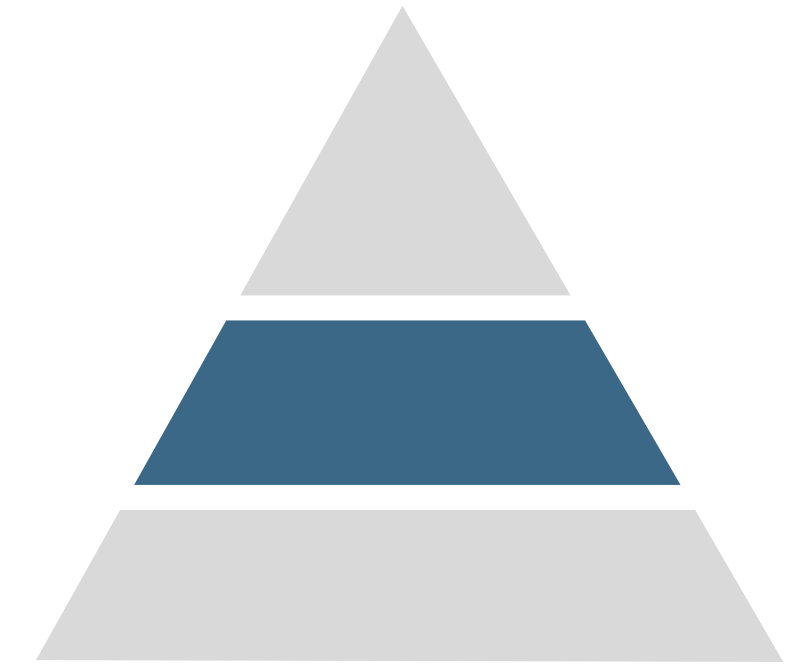
As a Group

Determine tier 1 priorities.

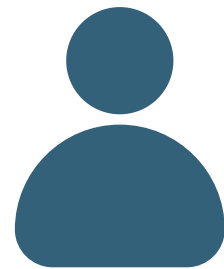
- Which priorities should be tier 1?
- Is this list of tier 1 priorities feasible?

BOARD ACTIVITY

Part 2 - Assigning Tiers (levels of importance)



Tier 2 (medium importance)



Individually

Of the remaining items, identify your five most important priorities.

- Attach five of your clothespins to the sides of five different priorities listed on the pocket charts
- One clothespin = one vote
- A Commissioner cannot vote for a priority more than once



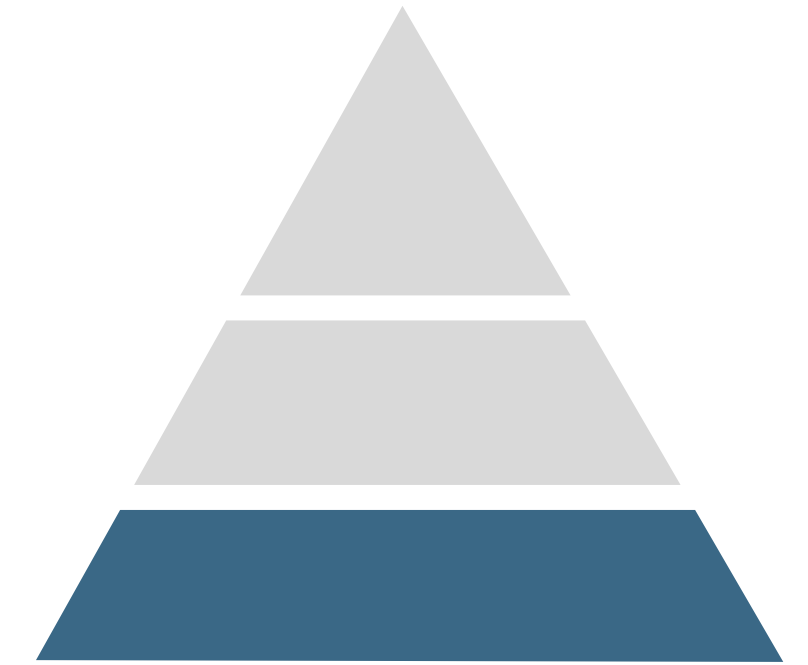
As a Group

Determine tier 2 priorities.

- Which priorities should be tier 2?
- Is this list of tier 2 priorities feasible?



Part 2 - Assigning Tiers (levels of importance)



Tier 3 (low importance)

In theory, the remaining priorities are all tier 3.

BOARD ACTIVITY



As a Group

Review all three tiers and confirm any final changes.

BOARD DISCUSSION

Action (outcome defined, plan)

Example

Objective: Child Care

Action: Continue supporting the expansion of local child care services through the County's Retention and Expansion Child Care Grant Program.



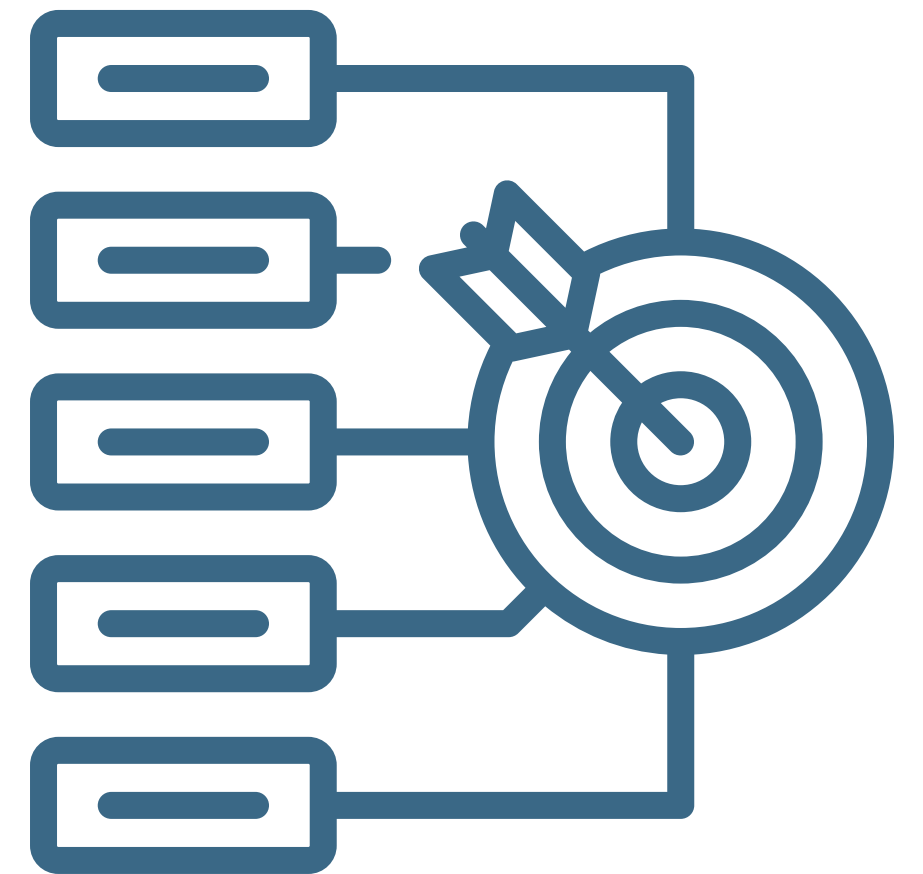
BOARD DISCUSSION

Possible Actions

Are there any objectives that you would like to discuss to gain clarity on a possible action?

Considerations when developing an action:

- Deliverable (measurable outcome)
- The County's role (lead, collaborative partner, participant, etc.)
- Others involved
- Type of project (planning, implementation, or evaluation)
- Additional funds required (outside of the County's budget)





ANNUAL STRATEGIC PLANNING PROCESS



OCTOBER 2023 - JULY 2024

October

- ✓ Strategic Planning Survey (Oct 4)
- ✓ Strategic Plan Review (Oct 18)

November

- ✓ Work Session #1 - preliminary list of priorities (Nov 8)

December

- ✓ Work Session #2 - affirm FY 24-25 priorities and level of importance (Dec 13)

- **Board Survey - suggest actions for FY 24-25 priorities (Dec 15)**

January

- Work Session #3 - affirm actions for FY 24-25 priorities (Jan 24)

February

- Adopt FY 24-25 Priorities - Annual Update to Strategic Plan 2021 (Feb 28)
- Secure FY 24-25 Priorities to Fiscal Year Budget (Feb-May)

June

- Adopt County's FY 24-25 Budget (TBD)

July

- Implement Adopted FY 24-25 Budget & Strategic Plan Priorities



QUESTIONS?

CLATSOP COUNTY STRATEGIC PLANNING WORK SESSION #2



DRAFT Priorities (for consideration)

Note: Staff made edits to draft priorities based on Board feedback during Strategic Planning Work Session #1.

New or edited objectives are in blue.

- Behavioral Health Crisis Stabilization Plan
- Carrying Capacity Analysis
- Child Care
- Community and Stakeholder Engagement
- Consolidated Emergency Communications
- Economic Development Strategies Plan
- Equitable Access to County Services
- Evacuation **Routes Assembly Areas**
- FEMA BiOp
- Homelessness Initiatives/Actions
- Impacts of Sea Level Rise on Public Infrastructure
- Increase Workforce Housing Inventory
- Management of Septage
- Rural Broadband Expansion
- Sustainable County Operations
- Tide Gates, Levees, and Dikes
- Transportation Safety Improvements
- Water Quality & Quantity Monitoring
- **Workforce Development**

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, October 25, 2023**

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REGULAR MEETING: 6:00 PM

9

FLAG SALUTE

10 The Pledge of Allegiance was recited.

11

ROLL CALL

12

PRESENT

13 Chair Mark Kujala

14 Vice Chair Courtney Bangs

15 Commissioner John Toyooka

16 Commissioner Pamela Wev

17 Commissioner Lianne Thompson

18

AGENDA APPROVAL

19 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*

20 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev, Commissioner Thompson*

21

PROCLAMATIONS

22

1. Tsunami Awareness Day {Page 93}

23 Justin Gibbs, Emergency Management Director, stated November 5th is World
24 Tsunami Awareness Day. Tsunamis are rare events but can be extremely
25 deadly. Rapid urbanization and growing tourism in tsunami-prone regions are
26 putting even more people in harms way. That makes the reduction of risk a key
27 factor. The proclamation is an effort to promote preparedness in the community.

28 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*

29 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*
30 *Commissioner Wev, Commissioner Thompson*

31

2. Veterans Day Proclamation {Page 95}

32 Don Bohn, County Manager, stated November 11th, 2023 will be the 104th annual
33 official Veteran's Day in the United States. This observance is critical of
34 recognizing veterans and their families as part of the fabric of the local
35 community and provides an opportunity for Clatsop County residents to honor
36 their neighbors who served and wore the uniform.

37 Commissioner Toyooka said he considers serving an honor and takes pride in
38 his service.

39 *Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs.*

40 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*

1 Commissioner Wev, Commissioner Thompson
2

3 **BUSINESS FROM THE PUBLIC**

4 Jeff and Denise Davis, 79432 Ray Brown Road, Cove Beach. Ms. Davis said they were
5 pleased that Director Henrikson proposed implementing caps on vacation short term
6 rentals in the unincorporated zones. She said their neighborhood needs to have a
7 critical mass of residents rather than nightly STR tenants for emergency preparedness
8 and response to work. She asked the Board to decide on fair STR caps for each of the
9 county's unincorporated neighborhoods.

10 **CONSENT CALENDAR**

11 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*
12 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner*
13 *Wev, Commissioner Thompson*

- 14 3. 2023-2025 Community Corrections Biennial Plan {Page 98}
- 15 4. Extension Advisory Council Appointment of Applicant {Page 153}
- 16 5. Award of Contract to Update Comprehensive Plan Goals 16 and 17 {Page 161}
- 17 6. Award of Contract to Update Comprehensive Plan Goal 18 {Page 224}
- 18 7. Board of Commissioners Meeting Minutes 9-27-23 {Page 290}
- 19 8. Board of Commissioner Meeting Minutes 10-11-23 {Page 294}
- 20 9. Intergovernmental Grant Agreement – Balance of State {Page 297}

21 **COMMISSIONER'S LIAISON REPORTS**

22 Commissioner Thompson attended the Community Action Team and a tourism
23 conference which was very informative. She also said the Chinook people and the
24 Necanicum Watershed Council signed an MOU to commit for those bodies to work
25 together collaboratively to talk about water issues. She went to a service for Dr. Bob
26 Wayne as community members honored him. He was cofounder of the medical reserve
27 corp. of Cannon Beach so they can be better prepared in emergency issues.

28 Vice-Chair Bangs reported the childcare taskforce is in search for a grant manager. The
29 Northwest Senior Disability Services is still negotiating their employment contracts.
30 FTLAC will be meeting November 3rd. She met with the governor's office about the
31 impact of the Habitat Conservation Plan (HCP) for Clatsop County. It is only a
32 conversation regarding the direct losses from the upcoming HCP. She is hopeful that
33 the governor's office and the legislative session supports funding due to loss of these
34 receipts.

35 Commissioner Wev attended the Oregon Coast Visitors Association conference and
36 said it was very informative with the emphasis on helping businesses be inclusive of the
37 kinds of tourists that they welcome and can accommodate. It was a huge success. She
38 attended the Ambulance Service Advisory Committee and said Medix is now able to
39 hire staff because the state is allowing people to have on the job training.

1 Commissioner Toyooka said there is an incredible class of people we see every day in
2 the community. We've lost a few good ones lately. For example, James Neikes who had
3 a wealth of knowledge on land use and zoning. Commissioner Toyooka gained so much
4 from his presence. Dr. Bob Wayne was an urban cowboy, car enthusiast, very
5 passionate about having an emergency network through the Ham radio system. Daryl
6 Bergeson worked hard and was passionate about life. He did a lot for the community,
7 very involved in so many different ways. Our community is stacked full of these people,
8 all different walks of like and we are just fortunate to be amongst them.

9 Chair Kujala had no reports.

10 **COUNTY MANAGER'S REPORT**

11 Don Bohn, County Manager, updated the Board on the Broadband effort. The walk-out
12 has been completed and there will be a meeting with Charter to go through the next
13 stage of the plan. He is optimistic that the underserved will be served in short order.
14 There will be an executive session after the regular meeting.

15 **PUBLIC HEARING**

16 10. Ordinance 23-13: Storage Structures for Emergency Supplies {Page 339}

17 County Counsel, Anthony Pope, read the second reading by short title only.

18 Director Gail Henrikson, said the changes that are proposed would add storage
19 structure for emergency supplies to 25 zones throughout the county. The
20 Emergency Management Department has grant funds to place the structures.
21 The Planning Commission unanimously voted that the Board approve it as
22 recommended.

23 Chair Kujala opened the public hearing.

24 No Commissioners had conflict of interest.

25 No public testimony. Chair Kujala closed the public hearing.

26 *Motion: "Approve 23-13 and conduct the second reading by title only."*

27 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*

28 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*
29 *Commissioner Wev, Commissioner Thompson*

30 **GOOD OF THE ORDER**

31 There was nothing for the good of the order.

32 **EXECUTIVE SESSION**

33 To conduct deliberations with persons designated by the governing body to negotiate
34 real property transactions per ORS 192.660 (2)(e)

35 **BUSINESS AGENDA**

36 *Motion: "Authorize County Manager to negotiate purchase terms with Teevin Bros. Land*
37 *& Timber Co. on behalf of the county for the acquisition of the property to construct an*
38 *alternate route in Westport.*

1 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*
2 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner*
3 *Wev, Commissioner Thompson*

4 **ADJOURNMENT**

5 The meeting was adjourned at 6:56 p.m.

6 Approved by,
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Mark Kujala, Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, November 08, 2023**

REGULAR MEETING: 6:00 PM

FLAG SALUTE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT

Chair Mark Kujala
Vice Chair Courtney Bangs
Commissioner John Toyooka
Commissioner Pamela Wev
Commissioner Lianne Thompson

AGENDA APPROVAL

*Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the amended agenda with the removal of item 6 - Subrecipient Funding Agreement – LiFEBoat Services.
Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev, Commissioner Thompson*

PRESENTATION

2. State Organization of Boating Access (SOBA) President's Award Presented to Clatsop County Parks Department {Page 37}

Steve Meshke, Natural Resources Manager, introduced Larry Warren, Oregon State Marine Board Director; Janine Belleque, SOBA Boating Facility Manager, Jeff Smith, Oregon State Marine Board Facilities Engineer and Erica Keyser, Clatsop County Administrative Assistant.

Mr. Meshke described the county boating facility project which was completed in Westport last year. This project took over eighteen years to complete and \$3.2 million for construction.

Ms. Belleque said the President's Award is not an annual award, it is reserved for projects that stand out and exceed. This project exceeds ADA requirements and went above and beyond.

Mr. Warren said this project was accomplished through partnerships, local support and the Board's support. He thanked the board on behalf of boaters for the work put into this project.

Chair Kujala said this is an amazing asset for the county and Westport and he thanked the Parks Department for all their hard work.

1 Commissioner Bangs is very impressed with the county staff and their work on
2 this project.

3 **BUSINESS FROM THE PUBLIC**

4 Joshua Jensen, 87943 Hwy 202, Astoria. Mr. Jensen is a local business owner and was
5 surprised to receive a heavy annual renewal increase for operating his food truck. He
6 feels that this is sudden and something the business owners were not prepared for. He
7 is asking for some compromise. These small businesses are most affected by tourism
8 and weather but having two months in the slowest part of the season to come up with a
9 very large increase sounded like it wasn't a team effort. They want to keep operating for
10 the community and help the community as much as possible.

11 Rose Hoffmann, 37630 Brandon Lane, Astoria. Ms. Hoffmann is speaking about the
12 recent increase in health inspection fees. The decision was made in July yet they were
13 not informed until October which has given little time to prepare for the bill. They try to
14 survive the economic challenges that are thrown at them and look up to the leaders
15 such as the Board. She said most counties have a system in place to not raise fees
16 above a certain percentage. She asked the Board what measures are there in place to
17 protect them from another spike next year and what will they do to better inform them of
18 decisions being made that impact them so greatly. She asked the Board to reconsider
19 the decision.

20 County Manager Bohn said for many years the county has been subsidizing the
21 restaurant license fees. Our rates were very low and subsidizing a state program is not
22 the intention and not something that can be done long term. Going forward, there will be
23 better communication. This is a one-time jump, when there are adjustments being made
24 there will be communication done in June so everyone has ample lead time. County
25 Manager Bohn recommends waiving the late fees administratively and give everyone
26 until March 31st to pay the license fee. In 2022-23 the subsidy for this one program was
27 almost \$100,000.

28 The Board thanked the citizens for speaking and appreciated how they communicated
29 their thoughts in a respectful, constructive and positive way.

30 **CONSENT CALENDAR**

31 *Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs to approve the*
32 *amended consent calendar.*

33 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner*
34 *Wev, Commissioner Thompson*

35

- 36 3. Award Contract to replace the HVAC at Sheriff's Office {Page 55}
37 4. Body camera contract for Sheriff's Office Enforcement Division {Page 69}
38 5. Approve the 2023-24 Budget and Appropriation Adjustments {Page 75}
39 ~~6. Subrecipient Funding Agreement – LIFEBoat Services {Page 78}~~
40 7. Subrecipient Funding Agreement – Clatsop Community Action {Page 123}
41 8. Purchase of a 2024 Ford Edge for Building Codes {Page 169}

- 1 9. Purchase of a new John Deere Tractor with Mower/Chopper {Page 178}
- 2 10. Yamhill Detention Bed Rental, Amendment No. 3 {Page 188}
- 3 11. Legislative Representation and Lobbying Services Agreement with CFM
- 4 Advocates {Page 197}

5 **COMMISSIONER'S LIAISON REPORTS**

6 Commissioner Toyooka has heard from some constituents about elk harvesting in his
7 district. He said there was a collaborative plan put together in 2021 by many agencies in
8 order to figure out how to mitigate human and elk interactions. From that plan, they
9 figured out how to issue the permits accordingly. This was not a hasty decision without
10 thought.

11 Vice-Chair Bangs said the Childcare Task Force is still looking for a grant manager for
12 the childcare support program. She attended the FTLAC meeting in regards to the
13 Habitat Conservation Plan. There will be a special Board of Forestry meeting in
14 December. She is meeting weekly with the governor's office regarding the impacts of
15 the Habitat Conservation Plan on the county. The conversation is focused on the direct
16 payment process. She attended the Northwest Senior and Disability Services meeting.
17 She is running for chair or vice-chair on the Council of Forest Trust Lands Committee
18 which will be decided at the Association of Oregon Counties meeting.

19 Commissioner Thompson is representing the county on the Land of Conservation
20 Development Commission. She wants to talk about sharing leadership with the Board
21 and redistribute the work. She will be attending the Col-Pac and NWACT meeting which
22 will include their new director. She will be attending the ribbon cutting at the Red Lion in
23 Seaside. She will be the co-chair of the AOC Governance, Revenue and Veterans
24 Steering Committee.

25 Commissioner Wev wants to wait until the next meeting for her report on her Workforce
26 Development Conference. She did compliment the Parks and Recreation Committee for
27 their work and how involved they are to increase access to the parks.

28 Chair Kujala – lost audio

29 **COUNTY MANAGER'S REPORT**

30 County Manager Bohn reported the Coast Guard's Veterans Day Event would be on
31 Friday at the Barbey Center at 9:00 am. He also reminded that the Board's meeting
32 schedule had been changed due to the holidays. Upcoming meetings would include a
33 daytime work session on December 6th and an evening meeting on December 13th.

34 **BUSINESS AGENDA**

- 35 11. Resolution Proclaiming Clatsop County's Call for Repeal of Measure 110, the
- 36 Drug Addiction Treatment and Recovery Act (2020) {Page 238}

37 Sheriff Phillips presented the Staff report on the resolution to request the repeal
38 of Measure 110, citing drug overdose and substance abuse data indicating the
39 measure had failed.

1 Commissioner Thompson reported on the Association of Oregon Counties (AOC)
2 meeting discussing the call to repeal the measure. She fully supported the
3 resolution because doing so would save lives.

4 Commissioner Wev said she supported the resolution. However, she wanted the
5 resolution to indicate that the County was trying to learn from the measure's
6 failures. More effective wrap-around services were necessary.

7 Vice Chair Bangs appreciated that Sheriff Philips' report included the measure's
8 impact on youth. She hoped that repealing the measure would have better
9 results.

10 Commissioner Toyooka stated the reasons for opposition to Measure 110 were
11 happening. He hoped the State would learn from what did not work and formulate
12 a new plan.

13 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*
14 *approve the Resolution seeking repeal of Measure 110 and authorize the Board*
15 *Chair to read and sign the Resolution.*

16 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*
17 *Commissioner Wev, Commissioner Thompson*

18 Chair Kujala read the proclamation calling for the repeal of Measure 110.

19 PUBLIC HEARINGS

20 12. First Reading of Ordinance 23-09: Goal 11 Exception to Expand Arch Cape 21 Sanitary District to Arch Cape Fire Hall {Page 241}

22 Julia Decker, Planning Manager, presented the Staff report on the ordinance
23 completing the annexation of the Arch Cape Fire Hall.

24 County Counsel Pope conducted the first reading of the ordinance.

25 Commissioner Thompson said if the fire hall closed, resident's insurance would
26 increase.

27 Chair Kujala opened the public hearing and confirmed no Commissioners had
28 any conflict of interest to declare. He called for public comments. There were
29 none. He closed the public hearing.

30 *Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka*
31 *to continue the matter to December 13, 2023 for the second reading and*
32 *adoption.*

33 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*
34 *Commissioner Wev, Commissioner Thompson*

36 13. First Reading of Ordinance 23-10: Goal 11 Exception to Expand Arch Cape 37 Sanitary District to Include 79876 and 79878 Hwy 101 {Page 287}

38 County Counsel Pope conducted the first reading of the ordinance.

39 Ian Sission, Senior Planner, presented the Staff report on the annexation of two
40 residential properties in the Arch Cape Sanitary District.

1 Commissioner Thompson stated she knew one of the property owners, but she
2 had not spoken to him about this.

3 Chair Kujala opened the public hearing and confirmed no Commissioners had
4 any conflict of interest to declare. He called for public comments. There were
5 none. He closed the public hearing.

6 *Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka*
7 *to continue the matter to December 13, 2023 for the second reading and*
8 *adoption.*

9 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*
10 *Commissioner Wev, Commissioner Thompson*

11

12 **GOOD OF THE ORDER**

13 Commissioner Thompson stated she wanted the Commission to discuss the regional
14 liaison positions. She also wanted to discuss Commissioner roles prior to electing a
15 chair and vice chair.

16 **ADJOURNMENT**

17 There being no further business, the meeting was adjourned at 7:22 p.m.

18 Approved by,

19

20

21

22

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Lease agreement for Tillamook Head Communications Site
Category: Consent Calendar
Presented By: Sheriff Matt Phillips

Issue Before the Commission: Agreement between Clatsop County and SBA towers for Lease of tower space on Tillamook Head Communications site.

Informational Summary: Clatsop County leases tower space from SBA towers on the Tillamook Head Communications site tower for our communication antenna's. This is a critical radio site for both fire and law enforcement as it is part of the county wide self-healing ring . One frequency is the law enforcement (Sheriff's) channel and the second is the County-Wide fire dispatch channel, both of which are simulcast throughout the county. The initial term is five years with automatic 5-year extensions unless a party wishes to terminate the lease.

Fiscal Impact: This is a 5-year contract with the cost the first year being \$11,951.87. Each year the cost will increase by 5%, per the contract, for an overall cost of \$66,041.64 over 5 years. This has been budgeted into the 2023-2024 budget

Requested Action:

Approve and authorize the County Manager to sign the Tillamook Head Communications Site lease agreement in the amount of \$67,000 and authorize the County Manager to sign amendments.

Attachment List

- A. Contract Review Worksheet
- B. Lease agreement

PRIOR LEASE. This Agreement replaces and supersedes that certain Non-Exclusive Antenna Site Facility Sub License Agreement dated January 1, 2009, as last executed on February 16, 2009, as amended on July 29, 2015 (together, the "Prior Lease") by and between Owner, as hereinafter defined and as successor in interest to North Coast Antenna Sites Inc., and Tenant, with respect to the same Premises and Tenant's Equipment. The parties are hereby released from all rights and obligations under the Prior Lease accruing after the Commencement Date as defined below.

ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA TOWERS II LLC**, a Florida limited liability company ("Owner") leases to **CLATSOP COUNTY**, an Oregon corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately N/A square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or January 1, 2024.

3. **Rent.** Annual rent in the amount of Eleven Thousand Nine Hundred Fifty-One Dollars and 87/100 (\$11,951.87) ("Rent") will be due on the Commencement Date and will be increased (and due) annually on each anniversary of the Commencement

Date (during the Initial and all Renewal Terms) by 5% of the annual rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by December 31, 2023.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. **Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Clatsop County
1190 SE 19th Street
Warrenton, Oregon 97146

Owner: SBA Towers II LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: OR11913-A-13/Tillamook Head

Rental Payments: SBA Towers II LLC
PO Box 933730
Atlanta, GA 31193-3730
Attn: Accounts Receivable
RE: OR11913-A-13/Tillamook Head

9. **Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at

the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in

the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. Compliance with Laws. Tenant agrees to take the Site in strictly “as is” condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site’s compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration “FAA” or the Federal Communications Commission “FCC,” as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant’s sole cost and expense as required for Tenant’s Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant’s installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant’s generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant’s

generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. Insurance. Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy.

12. Interference. Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant’s cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant’s receipt of Owner’s notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner’s determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. Utilities. Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant’s use of the Site. However, Owner agrees to cooperate

with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. Relocation Right. If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any

governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross

negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's

violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or

Site ID: OR11913-A-13
Site Name: Tillamook Head

Tenant Site ID: Tillamook Head
Tenant Site Name: Tillamook Head

privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

Site ID: OR11913-A-13
Site Name: Tillamook Head

Tenant Site ID: Tillamook Head
Tenant Site Name: Tillamook Head

TENANT: CLATSOP COUNTY, an Oregon corporation

By: _____
Title: _____
Tax ID: 93-6002287
Address: 1190 SE 19th Street
Warrenton, OR 97146

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER: SBA TOWERS II LLC, a Florida limited liability company

By: Jason Silberstein, EVP – Site Leasing
OR
Alyssa Houlihan, VP – Site Leasing

Tax ID: 20-5388053
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

Site ID: OR11913-A-13
Site Name: Tillamook Head

Tenant Site ID: Tillamook Head
Tenant Site Name: Tillamook Head

EXHIBIT A SITE DESCRIPTION

Site located at: 72875 Tillamook Head Road, situated in the City of Seaside,
County of Clatsop, State of Oregon 97138

Legal Description:

Tillamook Head, OR11913-A

DESCRIPTION OF LEASED AREA:

A PARCEL IN THE NW 1/4 OF THE NW 1/4, SECTION 4, T 5 N, R 10 W, W.M., CLATSOP COUNTY, OREGON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE NW 1/4, SECTION 4, T 5 N, R 10 W, W.M.,

THENCE SOUTH 71 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 504.45 FEET TO A 5/8" REBAR AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT LEASE AREA;

THENCE SOUTH 59 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 119.00 FEET TO A 5/8" REBAR;

THENCE SOUTH 23 DEGREES 29 MINUTES 20 SECONDS WEST, A DISTANCE OF 109.61 FEET TO A 5/8" REBAR;

THENCE NORTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 111.00 FEET TO A 5/8" REBAR;

THENCE NORTH 19 DEGREES 44 MINUTES 00 SECONDS EAST, A DISTANCE OF 115.00 FEET TO THE "TRUE POINT OF BEGINNING."

Latitude: 45° 57' 10.10"

Longitude: -123° 56' 18.40"

EXHIBIT B

ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

Antennas:	Four (4) Total		
Quantity:	One (1)	One (1)	One (1)
Type:	Dipole	Panel	Dipole
Manufacturer:	Telewave	Commscope	Andrew
Model:	ANT150D 5#	ADFD1820-3333B-XDM	DB222 Omni
Dimensions:	34" x 36"	57" x 22.2" x 5"	150" x 1.75" x 1.75"
Weight:	5 lbs.	38 lbs.	16 lbs.
Mounting Base:	183.58'	182.63'	174.75'
Mounting Center:	185'	185'	181'
Mounting Tip:	186.42'	187.38'	187.25'
Mounting Orientation:	_____	_____°	_____°
Mounting Downtilt:	0°	_____°	0°
Power:	50w		
Quantity:	One (1)		
Type:	Panel		
Manufacturer:	Commscope		
Model:	ADFD1820-33B-A2M		
Dimensions:	57" x 22.2" x 4.9"		
Weight:	38.1 lbs.		
Mounting Base:	172.63'		
Mounting Center:	175'		
Mounting Tip:	177.38'		
Mounting Downtilt:	_____°		
Cable:	Four (4) Total		
Number of Lines:	Two (2)	One (1)	One (1)
Cable Type:	Coax	Coax	Coax
Cable Size:	1 1/4"	1/2"	1/2"
Mount Equipment:	Four (4) Total		
Quantity:	Two (2)	One (1)	One (1)
Type:	Pipe Mount	Pipe Mount	Pipe Mount
Mounting Center:	185'	181'	175'
Dishes:	N/A		
Tower Mounted Amplifiers (TMAs):	N/A		
Remote Radio Units (RRUs):	N/A		
RRU Modules:	N/A		
DC Surge Suppression Systems:	N/A		
Ground Space Requirements:	N/A - Separate Ground Lease provided by Landlord.		
ERP:	40w		

Site ID: OR11913-A-13
Site Name: Tillamook Head

Tenant Site ID: Tillamook Head
Tenant Site Name: Tillamook Head

Transmitter Operating Power: 100w
Generator: N/A
Frequencies: Transmit: 155.790 MHz
Receive: 151.3625 MHz

Site ID: OR11913-A-13
Site Name: Tillamook Head

Tenant Site ID: Tillamook Head
Tenant Site Name: Tillamook Head

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT

NOT FOR EXECUTION

After recording return to:

STATE OF OREGON

COUNTY OF CLATSOP

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 20__, between **SBA TOWERS II LLC**, a Florida limited liability company "Owner" and **CLATSOP COUNTY**, an Oregon corporation "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately N/A square feet at that certain site "Site" located at 72875 Tillamook Head Road, City of Seaside, County of Clatsop, State of Oregon 97138, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: CLATSOP COUNTY, an Oregon corporation

By:
Title:
Fed Tax ID: 93-6002287
Address: 1190 SE 19th Street
Warrenton, OR 97146

Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

EXHIBIT D

MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

1. Pre-Installation Standards

Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until written (NTP) approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins including, but not limited to mount models, antenna and radio models; transmission line quantity, weight, size and placement; base station equipment layout. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Safety Requirements: All Contractors must be familiar with SBA specific Safety Policies and Procedures. In an event there are any incidents occurred during construction, such events must be reported to Owner immediately.

2. Installation

- (a) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (b) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (c) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All external ground leads connecting to the site ground system shall be enclosed in a 1/2" non-metallic liquid-tight conduit. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (d) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved.
- (e) All equipment cabinets will be identified with a UV-rated placard on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (f) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not zinc plated. All hardware must be installed according to the manufacturer's installation instructions and have locking hardware installed. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install.
- (g) All transmission lines are to be secured with factory hoist grips every 150', or as recommended by the manufacturer and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic tie wraps and/or bandit type hangers will not be accepted. Beam clamps or angle adapters shall never be utilized to anchor hoisting grips. Instead, all hoisting grips shall be secured to a tower structural member via galvanized pinned shackles attached directly to the grip and a tower structural member. If a designated anchorage location is not available, a length of a load rated hot dipped galvanized chain shall be used. Shackles and chains shall be capable of supporting a minimum of 500 lbs. or the weight of the cable being supported, whichever is greater.
- (h) All transmission lines must be properly secured, and snap-ins installed at the time of the installation. Under no circumstances shall any transmission lines be free hanging or left unattended and must be immediately snapped-in.

- (i) All transmission lines must be routed as outlined in the Structural Analysis. Transmission lines may never be installed on tower legs and must utilize waveguide ladders.
- (j) All steel components must be in compliance of AWS D1.1, TIA/EIA 222 Latest Revision, ASTM A123, ASTM, A325, ASTM A36, ASTM A53, AISC Manual of Steel Construction 14TH Edition TIA-5053.
 - a) Steel components being installed must match the steel manufacturer's make and model numbers which were approved in structural/mount analysis.
 - b) All steel modifications to mounts or tower structure must be pre-approved and follow the structural/mount analysis.
 - c) All sector frames and platforms should have a TIA-5053 Classification, and, if provided, plate or label must be installed.
- (k) Antenna centerlines shall be within +/- 6in from the steel manufacturer's allotted centerline requirements and in accordance to TIA-5053. Antennas shall never be cantilevered unless structural/mount analysis have been provided directing this type of installation.
- (l) All mechanical ground and power terminations shall have a thin layer of Sanchem "NO-OX-ID A-Special" grease applied prior to termination for corrosion mitigation. No zinc-based (Noalox) No-Ox is permitted.
- (m) All conduit must be installed at a minimum depth of 30" or 5" below frost line. All ground ring systems must be installed at a minimum of 36". Conduits shall be routed along the perimeter of site compound when possible with metal trace tape installed. All disturbed soil must be compacted with mechanical tempers to prevent sagging.

3. **General** - Tenant must comply with any applicable instructions regarding any Site security system.

- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the site, ensure that all gates are locked and, if there is a security system, it is armed.
- (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
- (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
- (d) Do not adjust or tamper with thermostats or HVAC systems.
- (e) Access to the shelter roof is restricted to authorized maintenance personnel.
- (f) All Contractors and site visitors must contact SBA NOC upon entering the site
- (g) Contractors shall not affect existing Safety climb systems without notifying Owner. It will be Contractor's responsibility to correct any trapped or damaged Safety climb systems.
- (h) Lighting systems shall never be obstructed.

Contact quality@sbsite.com or asksafety@sbsite.com for questions regarding SBA Quality/Safety.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: FY23/24 budget and appropriations adjustments for Clatsop County Department of Public Health (CCDPH) for unanticipated grant revenue from Columbia Pacific CCO (CPCCO) for Syringe Service Program (SSP) / Harm Reduction program supplies.

Category: Consent Calendar

Presented By: Jiancheng Huang, Public Health Director

Issue Before the Commission: Request for Approval of FY23/24 budget and appropriations adjustments for the Public Health Dept. for unanticipated grant revenue from Columbia Pacific CCO for Syringe Service Program (SSP) / Harm Reduction program supplies.

Informational Summary: Columbia Pacific Coordinated Care Organization will provide funding to Clatsop County Public Health for reimbursement of the costs of supplies used for administering a Syringe Service Program (SSP), not to exceed \$51,100.00. Clatsop County Public Health will provide the staff and associated benefits for delivering the needle exchange services.

At the time the Clatsop County Public Health budget was prepared for FY23/24, CPCCO had not released this Agreement which awards for the period 9/1/23 through 8/31/24. As such, CCDPH was awarded more than the \$50,000.00 budgeted amount by a total of \$1,100.00 which is summarized in Schedule "A".

The project objectives are based upon evidence that shows Syringe Service Programs reduce the volume of Emergency Department (ED) visits and blood-borne disease transmissions. Syringe services programs serve as a bridge to other health services for diagnosis and treatment, such as for Hepatitis C virus (HCV), Human Immunodeficiency Virus (HIV), and treatment for substance use. People participating in SSPs show high readiness to reduce or stop their drug use. There is evidence that people who inject drugs and work with a nurse at an SSP or other community-based venue are more likely to access primary care than those who do not participate in an SSP, and may increase their access to Medication Assisted Treatment (MAT).

Fiscal Impact: \$1,100.00 in funding will be directly used for Harm Reduction supplies:

Requested Action:

Approve the budget and appropriations adjustment in the amount of \$1,100.00 related to awarded grant monies from Columbia Pacific CCO, enabling the receipt and spending of such funds in FY23/24 and authorize the County Manager to sign the agreement between CPCCO and Clatsop County Department of Public Health.

Attachment List

- A. Copy of LOA between CPCCO and Clatsop County Dept of Public Health for a total of \$51,100.00
- B. Resolution and Order
- C. Schedule "A" Appropriation adjustments

**Columbia Pacific Coordinated Care Organization
Healthcare Services Contract
Clatsop County Harm Reduction**

This Healthcare Services Contract (“Agreement”) is entered into between Columbia Pacific Coordinated Care Organization (“CPCCO”), CareOregon, Inc. (“CareOregon”), and Clatsop County Public Health (“Provider”) for the period of September 1, 2023 through August 31, 2024, and sets forth the understandings and commitments concerning funding and administration of the Clatsop County Harm Reduction (“Program”). For purposes of this Agreement, CPCCO and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Clatsop County Harm Reduction	CPCCO Agreement Number: BH 23-01
Provider Contact: Lisa McClean	CPCCO Project Number: N/A
E-mail: lmcclean@co.clatsop.or.us	LAN: 2B
	CPCCO Contact: Kjersti Machado
	E-mail: machadok@careoregon.org

I. Recitals

- A. Columbia Pacific CCO, LLC (“CPCCO”) is a Limited Liability Corporation contracted with the Oregon Health Authority (“OHA”) via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) to operate as a Coordinated Care Organization for the Oregon Health Plan (“OHP”).
- B. This Agreement is distinct and separate from the Provider’s Provider Agreement in place between CareOregon and Provider and shall be applicable only so long as the Provider Agreement remains in place and is effective between CareOregon and Provider.
- C. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.

II. Program Description:

Funding for substance use harm reduction supplies, event space for harm reduction, substance use disorder, (“SUD”) program outreach, and medical waste disposal. Projects will focus on engaging CPCCO’s membership to improve health outcomes, promote wellness activities, and support gathering data to measure impacts of these efforts.

III. Program Objectives:

- A. Reduce Emergency Department visits related to sequelae from needle use in drug addiction cases.

- B. Reduce transmissions of blood-borne diseases associated with reuse of needles.
- C. Improve used needle disposal methods for members.
- D. Improve member experience.
- E. Improve population health.

IV. Obligations:

A. Provider agrees to:

1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement, as further stipulated below.
 - i. Distribution of naloxone within their respective service area or county.
 - ii. Distribution of safe substance use supplies within their respective service area or county.
 - iii. Harm reduction outreach events to engage at risk CPCCO members.
2. Submit via email to CPCCO representative Kjersti Machado at machadok@careoregon.org and BHreporting@careoregon.org four (4) narrative report by the dates listed in Exhibit A, describing the following items:
 - i. Number of syringes distributed by location
 - ii. Number of returning participants
 - iii. Average number of syringe exchange participants
 - iv. Number of participants tested for: HIV, Hep C, STDs, Fentanyl
 - v. Events held, topic, and number of attendees
3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
4. Meet with CPCCO personnel at a mutually agreed upon time should CPCCO request a check-in with Provider to review Program progress.
5. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.

B. Success of the project will be determined by CPCCO’s evaluation and approval of the final report content as validation that satisfactory progress towards meeting the project goals have been attained. If it is determined that satisfactory progress has not been made, CPCCO and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CPCCO members.

C. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

V. Payment:

- A. CPCCO will pay Provider the amount not to exceed \$51,100.00 or the duration of the agreement.
 - 1. CPCCO will pay Provider \$12,775.00 upon Agreement execution. Payment will be made to Provider within 30 days upon signature by both parties and execution of this Agreement.
 - 2. CPCCO will pay Provider three (3) quarterly payments of \$12,775.00 contingent upon timely receipt and approval by CPCCO of each of the three (3) quarterly reports due as listed in Exhibit A.

VI. Term and Termination.

- A. **Term.** This Agreement is September 1, 2023 (“Effective Date”) and will terminate, August 31, 2024.
- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice by mutual written agreement to the other party.
 - 1. CareOregon may immediately terminate this Agreement for cause with written notice to the other party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.
 - ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.
 - 2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
 - 3. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence

VII. Representations and Warranties.

- A. **General Warranty.** Provider represents and warrants that Provider and its employees, agents, contractors, or representatives possess the knowledge, skill, experience necessary to execute all obligations contemplated for under this agreement and will execute such obligations, including performance of any services

required hereunder, in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.

- B. Provider expressly represents and warrants to CPCCO that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its employees, agents, contractors, or representatives are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee; or, (2) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Provider was ineligible to receive funding from CPCCO pursuant to this Agreement for any reason, Provider expressly agrees to promptly repay all such funding disbursed to it under this Agreement and Any discontinued funding that has been withheld will not be disbursed.
- D. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues that may impact Provider's contractual relationship with CPCCO, CPCCO may discontinue all funding associated with this Agreement until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

VIII. General Provisions:

- A. **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.
- B. **Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
 - 1. During the course of performance of this Agreement, Provider may be given access to information that relates to CPCCO's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement.

Provider agrees to protect the confidentiality of all Confidential Information and specifically safeguard the health information of Members as it applies to activities related to this program.

2. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 3. Provider agrees to notify CPCCO of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CPCCO or the Provider Contact will suffice as written approval.
 5. The requirements of this Section C., **Confidentiality and Marketing**, apply to any of Provider's employees, contractors, agents, or representatives and it is Provider's responsibility to assure compliance with all such requirements. In addition, this Section shall survive the expiration or termination of this Agreement.
- D. **Insurance.** Provider and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits, and any other required insurance coverage customary in the business in which the Provider and CPCCO are engaged. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.
- E. **Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without

limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- F. **Compliance and Licensure.** Provider and CPCCO shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- G. **Relationship of the Parties.** CPCCO and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.

- H. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.

- I. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.

- J. **Notices.** A notice given under this agreement shall be deemed effective only upon the other Party's receipt of it.

- K. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

<signature page to follow>

**Agreed to on behalf of Clatsop County
Public Health**

Signature: _____

Name: Don Bohn _____

Title: County Manager _____

Date: _____

**Agreed to on behalf of Columbia Pacific
Coordinated Care Organization:**

Signature: _____

Name: Mimi Haley _____

Title: Chief Executive Officer _____

Date: _____

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Name: Teresa K. Learn _____

Title: Chief Financial Officer _____

Date: _____

<p>Clatsop County Public Health Payment and Notice Address:</p> <p>Attention: _____</p> <p>Pay To: _____</p> <p>Remit Address: _____</p> <p>_____</p> <p>City, ST, Zip: _____</p> <p>TIN: _____</p>	<p>CareOregon Payment and Notice Address:</p> <p>Attention: Chief Executive Officer</p> <p>CareOregon, Inc.</p> <p>315 S.W. Fifth Avenue</p> <p>Portland, OR 97204</p>
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Exhibit A

Program Reporting and Payment Schedule

Report Date	Reporting Range	Payment
12/15/23	9/1/23 – 11/30/23	\$12,775.00 upon receipt and approval
3/15/24	12/1/23 – 2/28/24	\$12,775.00 upon receipt and approval
6/15/24	3/1/24 – 5/31/24	\$12,775.00 upon receipt and approval
9/15/24	6/1/24 – 8/31/24	No Payment attached

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2023-24 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated)
grant revenue from Columbia Pacific CCO for)
Syringe Service Program (SSP) / Harm Reduction)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue;

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 13th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A

2023-24 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>		<u>INCREASE</u>	<u>DECREASE</u>
Harm Reduction			
CPCCO HR Support	007/4168/81-7315	\$ 1,100.00	
CPCCO HR Expense	007/4168/82-2530	\$ 1,100.00	

Comment: This funding opportunity is for the time period of September 1, 2023 to August 31, 2024. We are requesting the above referenced as budget appropriation adjustments for FY23/24.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Award Two Year Contract to perform Landscape Maintenance Work
Category: Consent Calendar
Presented By: Matthew Gerber, Facilities Manager

Issue Before the Commission: Contract for landscaping at Clatsop County buildings 800, 820, Courthouse block and County Jail.

Informational Summary: Building and Grounds issued an RFQ (Request for Quotes) for two-year Landscape Maintenance Work on October 25, 2023.

The current Landscaping contract expires on December 1, 2023. The total two-year cost of the current expiring contract is \$28,784.00. This contract covers buildings 800 & 820 Exchange St, the County Courthouse block and the Duane St. Annex.

After determining scope of work required for county buildings 800 & 820 Exchange St, the County Courthouse block and County Jail (Warrenton), (Duane St Annex removed) a solicitation for bids was developed.

The bidding was completed following the Local Contract Review Board rules and the Oregon Attorney Generals Public Contract rules. Projects with a cost over \$30,000 require staff to perform a formal advertisement and bid solicitation. The project was listed on the County Website.

The County received bids from one contractor.

- Greensmith Landscaping \$43,191.76

Fiscal Impact: This project funding is currently funded through the Contractual Services Account. In conjunction with contract approval additional funding sourcing will be required with the Buildings and Grounds budget for FY24 -25.

Requested Action:

- Award the Clatsop County Landscape Service Contract to Greensmith Landscaping LLC. Authorize the County Manager to sign the two-year Contract in the amount of \$43,191.76 and authorize the County Manager to sign amendments.

Attachment List

- A. Contract
- B. RFQ Bidding Document
- C. Greensmith Proposal
- D. Certificate of Liability Insurance



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 310
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8577

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Greensmith LLC, dba as Greensmith Landscape Maintenance, (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$ 43,191.76 total contract: including basic service of \$19,995.88 per year (\$1,666.32 per month) and \$3,200.00 for extra service as requested by the County to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of January 1, 2024 and December 31, 2025, inclusive, the following specific construction services:

- A. The Work: Landscape Maintenance Work, per the RFQ dated October 25, 2023 and the proposal from Greensmith dated November 2, 2023.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous: Extra Services may be requested by the County at \$65.00 per hour per the Proposal, totaling \$3,200.00. Contract also includes mowing once before aerating and dethatching services.

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.

- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first- tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental

Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.

- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.
- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

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

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that **Contractor** will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ *(Approved by County Counsel)*

(Contractor's Initials) _____

(Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement. This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

 11-17-23

Signature Date

President & CEO
Title

Contractor Address:

Greensmith Landscape Maintenance
34822 Hwy 101 Business, Ste. 101
Astoria, OR 97103

Phone: 503-791-5544

Email: info@greensmithlandscape.com



BUILDING & GROUNDS

October 25, 2023

Landscape Maintenance Contractors

Request for Competitive Quotes

Project Location: Clatsop County Building's, Astoria, Oregon
800 & 820 Exchange, Courthouse - 749 Commercial and
County Jail -1250 SE 19th St., Warrenton

Return quotes no later than November 7, 2023 at 2:00 p.m.

Clatsop County is seeking competitive quotes for the following project:

Landscape Maintenance work:

Scope of Work:

1. **Monthly:** at Buildings' 800, 820 Exchange St, and Courthouse on 749 Commercial St. in Astoria OR -- prune all shrubs, weed plant beds, and edge all lawn areas at sidewalks or curbs. Plan a soil and plant amendment program, the goal is healthy green landscape, with low amounts of weeds and moss, the seasonal application of amendments will be included in the plan. Provide plan to County for approval. Seasonally apply fertilizer/amendments to all shrubs, apply fertilizer and weed control to all lawn areas, apply moss control methods to remove the moss from the lawns. Apply weed control to sidewalk and building joints. Blow all sidewalks and remove all debris.
2. **Annual;** Thatch lawn area one time per year. Aerate all lawn areas one time per year.
3. **Quarterly;** County Jail – 1250 SE 19th St. Warrenton. Perform the following: prune all shrubs, weed plant beds, and edge all lawn areas at sidewalks or curbs. Plan a soil and plant amendment program, the goal is healthy green landscape, with low amounts of weeds and moss, the seasonal application of amendments will be

included in the plan. Provide plan to County for approval. Seasonally apply fertilizer/amendments to all shrubs, apply fertilizer and weed control to all lawn areas, apply moss control methods to remove the moss from the lawns. Apply weed control to sidewalk and building joints. Blow all sidewalks and remove all debris.

4. **Annual; Thatch lawn area one time per year. Aerate all lawn areas one time per year.**
5. **The Contract is intended to be active for two years.**

CONTRACTOR SHALL:

Comply with the, State Building Codes and the requirements of local code officials.
Comply with all OSHA safety requirements.

Assume damage to existing building caused by work on this project and restore any damage.

Must have a City of Astoria Business License.

Must have a Commercial Pesticide Operators Licensee, application of Pesticides to be the least toxic and natural methods to achieve the goal of a healthy landscape while reducing pest and weeds. Bidder must determine which license is required based on the work they plan to complete. Note that bidder may sub-contract for the Tree Trimming work and that work on the tree trimming must be done by a Licensed Landscape Contractor.

Enter into a contract with Clatsop County and provide insurance certificates.

The site is available for inspection.

Please direct all questions and return quotes no later than November 7, 2023 at 2:00 p.m.

Matt Gerber, Facility Manager
800 Exchange,
Suite 222 Astoria,
OR 97103
[mgerber@clatsop
county.gov](mailto:mgerber@clatsopcounty.gov)
503-338-3695,
Fax 503-325-8606

Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

Attached: Bid Form, Sample contract, Map – Landscape Maintenance Area

Project Proposal Form

Clatsop County: Landscape Maintenance

The undersigned, contractor declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Plans, Drawings, Sample Contract, General Information and General Requirements and other required provisions relating to the Work, on file in the office of the Public Works of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement over \$50,000) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

Project Proposal Form

Quotes: Clatsop County: Landscape Maintenance Quotes

Building	Monthly	Annual
800/820 Exchange St.	\$ 817.31	\$ 9807.66
Jail	\$466.60	\$5599.22
Courthouse Block	\$ 382.42	\$ 4589.00
Total	\$ 1666.32	\$ 19995.88

Please see Exhibit 1 for detailed scope of work.

Hourly Rate for Extra work requested by the County. \$ 65

In general all work can be completed during the typical Monday through Friday 8:00 AM to 5:00 PM work, at times the grounds and lawn areas at the Courthouse will have a noise restriction during typical Court hours. Work times must comply with the City of Astoria noise and work rules.


If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name Anthony Smith Address 34822 Hwy 101 Business Unit 101, Astoria, OR 97103

Company Name Greensmith Landscapes
 Address 34822 Hwy 101 Business Unit 101, Astoria, OR 97103

Contractor's License No. LCB #9355 ODA CPO #AG-L1037259CPO

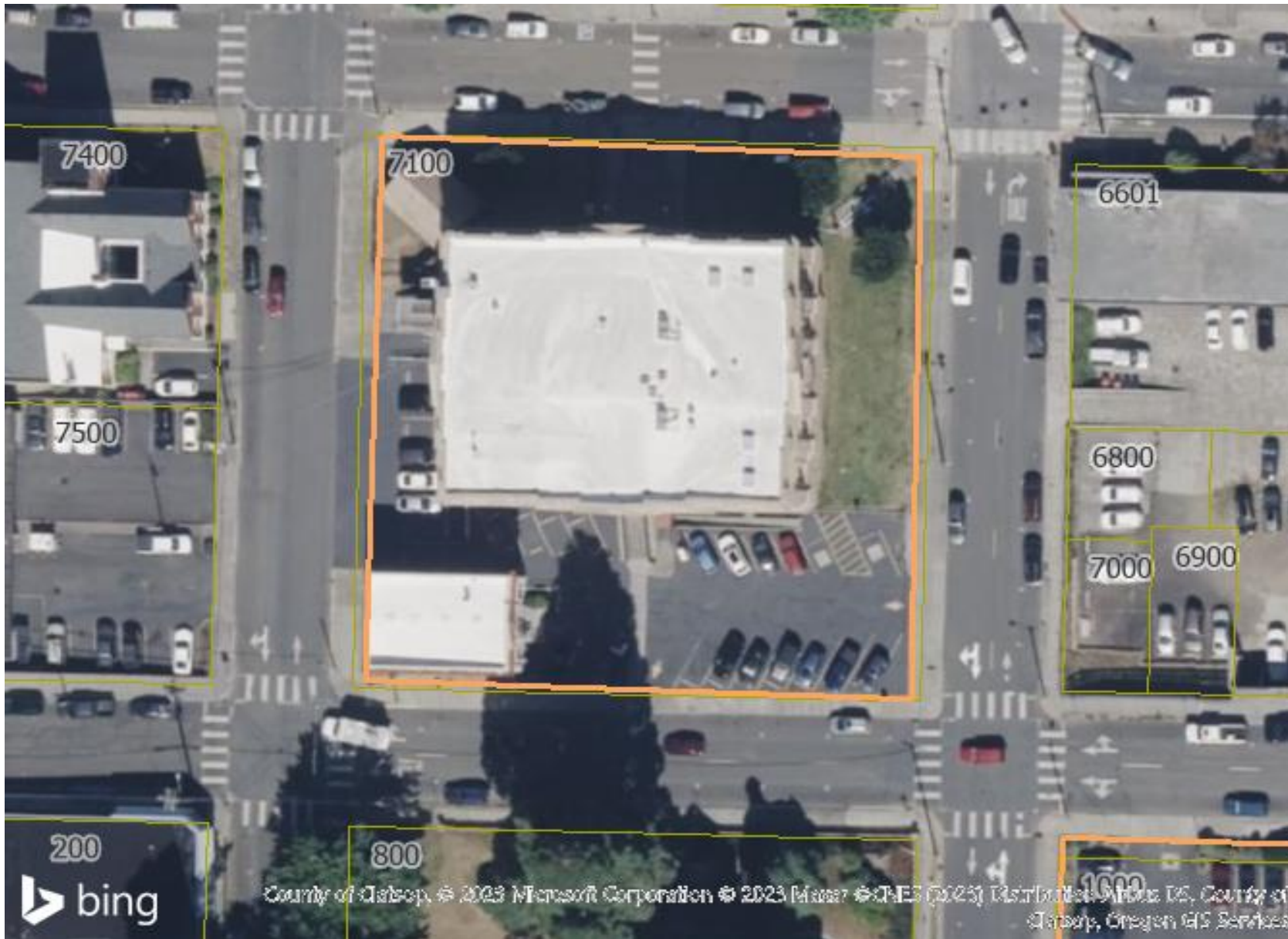
Signature: 

Project Proposal Form to be delivered prior to the date and time listed on the RFQ. To the following address.

Clatsop County Building & Grounds
Matt Gerber
800 Exchange St., Suite 222, Astoria, OR 97103









Clatsop County Office Block
Landscape Maintenance Proposal
800 Exchange St., Astoria, OR 97103

Date: 11/2/2023

Valid Until: 12/2/2023

Estimate #: 5161

Service Description													
Pre-Emergent Beds We will apply a granular pre-emergent weed control to the bed areas in the spring to assisting in lessening weed germination.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
	1												1
• Application of Pre-Emergent in Flowerbeds													
Ornamental Fertilization We will apply ornamental fertilizer to the plants in the bed spaces for overall health. This will be applied one time per year in the spring for adequate nutrition.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
			1										1
• Application of Fertilizer on Ornamentals													
Weed Spraying <u>Every month</u> in the growing season we will spray for weeds in all the <u>flower beds</u> , <u>lawns</u> , and <u>gravel areas</u> , as well as, in the cracks of the sidewalk and asphalt, keeping the grounds as weed-free as possible. All herbicide material prices are included. Schedule: 9 applications – monthly (approximately every four weeks) February through October. *This number of applications is approximate. The weather is the main factor determining the exact number of visits **Weed spraying applies only to weeds growing outside of ornamental plantings, separate hand weeding service is needed to manage all weeds in planting beds so desirable plants are not negatively affected by weed spraying. Oregon Department of Agriculture Commercial Pesticide Operator License: AG-L1037259CPO The above pesticide license is required by law in order spray weeds with herbicide. http://www.oregon.gov/ODA/programs/Pesticides/Licensing/Pages/PesticideLicensing.aspx													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
	1	1	1	1	1	1	1	1	1				9
• February (approximately) App 1 of 9													
• March (approximately) App 2 of 9													
• April (approximately) App 3 of 9													
• May (approximately) App 4 of 9													
• June (approximately) App 5 of 9													
• July (approximately) App 6 of 9													
• August (approximately) App 7 of 9													
• September (approximately) App 8 of 9													
• October (approximately) App 9 of 9													
Annual Aerating We will aerate the specified lawn areas once per year in the fall sometime between September through November. All plugs will be left on the ground to be reintroduced back into the soil.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
									1				1

Professional Aerating

	Service Description												
	We will aerate the lawn and leave the soil plugs where they fall in order for this soil to be reintroduced back into the lawn over time.												
	Lime Application We will apply lime to the turf areas for overall health. This will be applied two times per year in the growing season for righting the pH levels - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the lime.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
			1						1				2
	• Application of Lime												
	• Application of Lime												
	Fertilization We will apply fertilizer to the turf areas for overall health. This will be applied two times per year in the growing season for adequate nutrition - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the fertilizer.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
			1						1				2
	• Application of Fertilizer in Lawn												
	• Application of Fertilizer in Lawn												
	Moss Control We will spread granular moss killer (ferrous sulfate) to the turf areas once in the spring to keep the moss under control.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
		1											1
	• 1 of 1 Moss Control Application - Early Spring												
	Annual Dethatching - Fall Full dethatching of the lawns in two different directions to ensure maximum thatch and moss removal. We will rake up and haul away all debris after each pass. We will dethatch the specified lawn areas once per year sometime between September and November.												
	• Professional Dethatching Full dethatching of the lawns in two different directions to ensure maximum thatch and moss removal. We will rake up and haul away all debris after each pass.												
	Hedge Trimming Monthly This package is specifically for plant material that needs to be trimmed with hedge trimmers on a reoccurring basis. Other plant material categories such as candles, perennials & bulbs, groundcover, vines, shrubs, ornamental grasses & ferns, and trees are managed in a separate package and excluded from this service. Below is the list of months in which this hedge trimming will be performed.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
			1	1	1	1	1	1	1	1			Up to 8
	• March Hedge Trimming												
	• May Hedge Trimming												
	• July Hedge Trimming												
	• October Hedge Trimming												
	Hand Weeding - Per Unit 11 visits per year We will hand weed the flowerbeds for weeds that cannot be sprayed (e.i. weeds that are growing within or in close proximity to desirable plants or weeds that are large in size). This service is to be performed in conjunction with monthly spraying to keep labor time low and save the client money. Schedule: This service will be performed every four weeks (monthly) February through November with a maximum of 11 visits per year.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	n/a	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	n/a	11
	Ornamental plant care package We manage our clients' plant care with routine trimming and pruning based on the season and needs of the plant. Most plant material in the Pacific Northwest only needs care twice per year on average - spring, summer, fall/winter. We offer a robust automated schedule to care for your plants based on their type and needs. We categorize all plants into one of these eight categories: candles, perennials & bulbs, groundcover, hedges, vines, shrubs, ornamental grasses & ferns, and trees.												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total

Service Description													
Winter Care cont.	Plants Bloom	Plants Bloom	Spring Care	Summer Care	Plants Bloom	Fall/Winter Care	Up to 4						
• Spring Candle Cutback													
• Summer Shrub Hand Pruning, Hedge Trimming, Groundcover Trimming, Perennials/Bulbs Cutback, and Vine Pruning													
• Winter Shrub Hand Pruning, Hedge Trimming, Groundcover Trimming, Perennials/Bulbs Cutback, Vine Pruning, and Tree Hand Pruning													
• Winter Ornamental Grass and Fern Cutback													
Edging/String Trimming 13 visits per year Edge and/or String trim the designated areas. The grass clippings will not be picked up unless otherwise specified. ***The client will be doing all the mowing in-house. Schedule: This service will be performed every four weeks (monthly) February through November, except every two weeks (bi-weekly) April through June with a maximum of 13 visits per year.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
n/a	mthly	mthly	biwkly	biwkly	biwkly	mthly	mthly	mthly	mthly	mthly	n/a	13	
Hauling Services													

Subtotal for one year	\$9,807.66
Discounts	\$0.00
Sales Tax for one year	\$0.00
Total for one year	\$9,807.66

Benefits of Our Program

1. By being a year round customer, our company is on-call to schedule services to you before any one-time or new customers. This is for services that are not under contract and that may need special immediate attention.
2. Licensing. All irrigation repairs, pesticide applications, weed spraying, and plant installation require licenses according to Oregon state laws. We have all the necessary licenses in the industry to complete all services you may need.
 1. Governing bodies:
 1. Oregon Landscape Contractor's Board
 2. Oregon Department of Agriculture
3. With over 600 clients in Clatsop County & Pacific County, we are the largest maintenance company in the area with proven systems to ensure your experience is a great one.
4. We are 100% locally owned and operated!

Your Investment for One Year:

We propose to furnish labor and materials in accordance with the above specifications for the following:

Estimate total not including sales tax.....\$9,807.66

Payment will be made as follows: Paid in **12** equal monthly installments of **\$817.31** each plus sales tax.

Commercial PRO Rated Contract

Invoicing via paper check. Monthly invoices will be sent approximately on the 1st business day of each current month and due 15 days later with a 15-day grace period (e.g. November's services will be invoiced on November 1st and due on November 15th with penalties applying if the payment is not post marked by November 30th).

Invoicing via credit card. Monthly invoices will be emailed out on the 1st business day of each current month (e.g. November's services will be invoiced on November 1st), and your credit card on file will be charged approximately two business days following invoicing. If you wish to receive a receipt, please make a request to our office.

We are 100% PCI compliant. The Payment Card Industry Data Security Standard (PCI DSS) applies to companies of any size that accept credit card payments. If a company intends to accept card payment, and store, process and transmit cardholder data, said company needs to host that data securely with a PCI compliant hosting provider.

Special terms. The terms and prices of this proposal are good for 30 days after submission, and if the proposal is not approved within 30 days of submission, Greensmith LLC reserves the right to revise the terms and pricing with any increases.

Acceptance. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I hereby state that I am the authorized individual to accept and sign this contract. It is understood by both parties that once the initial twelve months of service has been fulfilled and neither party renegotiates a price or cancels service, this contract will automatically renew for another twelve months, reoccurring annually. Greensmith reserves the right to modify or adjust the scope, terms, and/or pricing with a 30-day written notice.

Sales Tax Rates (if applicable). The monthly installment amount does not include applicable Sales Tax. The monthly installment amount is subject to change based on Sales Tax Rates at the time of contract execution.

Please sign below with your finger (for touchscreens), stylus pen, or keyboard.

Signature:

□ Estimate Agreement Number: 5161





Clatsop County Jail - Warrenton
Landscape Maintenance Proposal
 1250 SE 19th St, Warrenton, OR 97146

Date: 11/3/2023

Valid Until: 12/3/2023

Estimate #: 5165

Dethatching the lawn areas was removed for cost savings and low need due to minimal thatch in the single lawn running parallel to SE 19th St on the north side of the property.
 The client was advised to increase the frequency of visits to ensure a quality result and good curb appeal. With the requested frequencies, this property may be at a "C" level instead of an "A" level as the Clatsop County Office Block is.

Service Description													
Ornamental Fertilization We will apply ornamental fertilizer to the plants in the bed spaces for overall health. This will be applied one time per year in the spring for adequate nutrition.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
		1										1	
• Application of Fertilizer on Ornamentals													
16-16-16 Fertilizer Materials													
Weed Spraying <u>Five times</u> in the growing season we will spray for weeds in all the <u>planting beds</u> and <u>gravel areas</u> , as well as, in the <u>cracks of the sidewalk and asphalt</u> , keeping the grounds as weed-free as possible. All herbicide material prices are included. Schedule: 5 applications – (approximately every six weeks) mid-February through mid-October. *This number of applications is approximate. The weather is the main factor determining the exact number of visits. **Weed spraying applies only to weeds growing outside of ornamental plantings, separate hand weeding service is needed to manage all weeds in planting beds so desirable plants are not negatively affected by weed spraying. Oregon Department of Agriculture Commercial Pesticide Operator License: AG-L1037259CPO The above pesticide license is required by law in order spray weeds with herbicide. http://www.oregon.gov/ODA/programs/Pesticides/Licensing/Pages/PesticideLicensing.aspx ***This is ONLY for sections on the north and east sides of the property. Do NOT go beyond the authorized persons only entrances or driveways.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
	1		1		1		1		1			5	
Hand Weeding - Quarterly 4 visits per year We will hand weed the flowerbeds for weeds that cannot be sprayed (e.i. weeds that are growing within or in close proximity to desirable plants or weeds that are large in size). This service is to be performed in conjunction with monthly spraying to keep labor time low and save the client money. Hand weed only the weeds that can't be sprayed.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
	1			1			1			1		4	
Chem-PRE-Emergent Beds 2x/yr: We will apply pre-emergents to all plant bed spaces to hold back weed seed germination. Schedule: This will be done twice per year - once in the early spring and once in the early fall.													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
1							1					2	
• Application of Pre-Emergent in Flowerbeds													
Pre-Emergent Materials													

Service Description																																						
Pre-Emergent Materials																																						
<p>Annual Aerating We will aerate the specified lawn areas once per year in the fall sometime between September through November. All plugs will be left on the ground to be reintroduced back into the soil.</p> <p>***This is ONLY for the single lawn running parallel to SE 19th St on the north side of the property.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td>1</td> </tr> </tbody> </table>													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total										1			1
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																										
									1			1																										
<ul style="list-style-type: none"> • Professional Aerating We will aerate the lawn and leave the soil plugs where they fall in order for this soil to be reintroduced back into the lawn over time. 																																						
<p>Fertilization We will apply fertilizer to the turf areas for overall health. This will be applied two times per year in the growing season for adequate nutrition - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the fertilizer.</p> <p>***This is ONLY for the single lawn running parallel to SE 19th St on the north side of the property.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td>2</td> </tr> </tbody> </table>													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total			1						1				2
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																										
		1						1				2																										
<ul style="list-style-type: none"> • Application of Fertilizer in Lawn 																																						
22-2-10 All-season turf fertilizer materials																																						
<ul style="list-style-type: none"> • Application of Fertilizer in Lawn 																																						
22-2-10 All-season turf fertilizer materials																																						
<p>Lime Application We will apply lime to the turf areas for overall health. This will be applied two times per year in the growing season for righting the pH levels - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the lime.</p> <p>***This is ONLY for the single lawn running parallel to SE 19th St on the north side of the property.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td>2</td> </tr> </tbody> </table>													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total			1						1				2
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																										
		1						1				2																										
<ul style="list-style-type: none"> • Application of Lime 																																						
Lime (Pelletized) materials																																						
<ul style="list-style-type: none"> • Application of Lime 																																						
Lime (Pelletized) materials																																						
<p>Moss Control We will spread granular moss killer (ferrous sulfate) to the turf areas once in the spring to keep the moss under control.</p> <p>***This is ONLY for the single lawn running parallel to SE 19th St on the north side of the property.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> </tr> </tbody> </table>													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		1											1
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																										
	1											1																										
<ul style="list-style-type: none"> • 1 of 1 Moss Control Application - Early Spring 																																						
Ferrous Sulfate Fe-%31 Materials																																						
<p>Edging Edge ONLY the grass edges that butt up against <u>concrete</u> in the grass area between the parking lot and building. The grass clippings will not be picked up unless otherwise specified.</p> <p>***The client will be doing all the mowing and string trimming/flat trimming in-house.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td>1</td> <td></td> <td></td> <td>1</td> <td></td> <td>4</td> </tr> </tbody> </table>													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		1			1			1			1		4
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																										
	1			1			1			1		4																										
<p>Ornamental plant care package We manage our clients' plant care with routine trimming and pruning based on the season and needs of the plant. Most plant material in the Pacific Northwest only needs care twice per year on average - spring, summer, fall/winter. We offer a robust automated schedule to care for your plants based on their type and needs. We categorize all plants into one of these eight types: cactuses, perennials & bulbs, groundcover, hedges, vines, shrubs, ornamental grasses & ferns, and trees.</p>																																						

Service Description												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Winter Care cont.		Plants Bloom	Plants Bloom	Spring Care		Summer Care			Plants Bloom	Fall/Winter Care		Up to 4
<ul style="list-style-type: none"> • Summer Shrub Hand Pruning, Hedge Trimming, Groundcover Trimming, Perennials/Bulbs Cutback, and Vine Pruning 												
<ul style="list-style-type: none"> • Winter Shrub Hand Pruning, Hedge Trimming, Groundcover Trimming, Perennials/Bulbs Cutback, Vine Pruning, and Tree Hand Pruning 												
Hauling Services												
<p>Exclusions: All exclusions can be performed at additional cost per client request. The following exclusions do not apply if the service or product is included in the above service list. Cost is determined at time of request.</p> <ul style="list-style-type: none"> • Replenish or replace rock, gravel, mulch, or soil. • Replacement, removal, or installation of plants, trees, or flowers. • All potted planter care. • All hardscape (e.g. parking lot and walkways) blowing and cleanup outside of debris we cause. • All Dethatching • Aerating all lawn areas except the single lawn running parallel to SE 19th St on the north side of the property. • All irrigation work - turn on, adjustment, repair, or winterization. • All detention/retention pond or bioswale work. • Thinning and canopy pruning of all trees. • Any trimming or pruning above 15 feet. • Plant separation. We will maintain all plant material as-is. • Moss control or removal on hard surfaces. • Pressure washing of any kind. • All wild perimeter growth cutback and maintenance. • Storm cleanup or cleanup beyond typical maintenance due to poor weather. • Weed spraying any lawn areas. 												

Subtotal for one year	\$5,599.22
Discounts	\$0.00
Sales Tax for one year	\$0.00
Total for one year	\$5,599.22

Benefits of Our Program

1. By being a year round customer, our company is on-call to schedule services to you before any one-time or new customers. This is for services that are not under contract and that may need special immediate attention.
2. Licensing. All irrigation repairs, pesticide applications, weed spraying, and plant installation require licenses according to Oregon state laws. We have all the necessary licenses in the industry to complete all services you may need.
 1. Governing bodies:
 1. Oregon Landscape Contractor's Board
 2. Oregon Department of Agriculture
3. With over 600 clients in Clatsop County & Pacific County, we are the largest maintenance company in the area with proven systems to ensure your experience is a great one.
4. We are 100% locally owned and operated!

Your Investment for One Year:

We propose to furnish labor and materials in accordance with the above specifications for the following:
 Estimate total not including sales tax.....\$5,599.22
 Payment will be made as follows: Paid in **12** equal monthly installments of **\$466.60** each plus sales tax.

Commercial PRO Rated Contract

Invoicing via paper check. Monthly invoices will be sent approximately on the 1st business day of each current month and due 15 days later with a 15-day grace period (e.g. November's services will be invoiced on November 1st and due on November 15th with penalties applying if the payment is not post marked by November 30th).

Invoicing via credit card. Monthly invoices will be emailed out on the 1st business day of each current month (e.g. November's services will be invoiced on November 1st), and your credit card on file will be charged approximately two business days following invoicing. If you wish to receive a receipt, please make a request to our office.

We are 100% PCI compliant. The Payment Card Industry Data Security Standard (PCI DSS) applies to companies of any size that accept credit card payments. If a company intends to accept card payment, and store, process and transmit cardholder data, said company needs to host that data securely with a PCI compliant hosting provider.

Special terms. The terms and prices of this proposal are good for 30 days after submission, and if the proposal is not approved within 30 days of submission, Greensmith LLC reserves the right to revise the terms and pricing with any increases.

Acceptance. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I hereby state that I am the authorized individual to accept and sign this contract. It is understood by both parties that once the initial twelve months of service has been fulfilled and neither party renegotiates a price or cancels service, this contract will automatically renew for another twelve months, reoccurring annually. Greensmith reserves the right to modify or adjust the scope, terms, and/or pricing with a 30-day written notice.

Sales Tax Rates (if applicable). The monthly installment amount does not include applicable Sales Tax. The monthly installment amount is subject to change based on Sales Tax Rates at the time of contract execution.

Please sign below with your finger (for touchscreens), stylus pen, or keyboard.

Signature:

□ Estimate Agreement Number: 5165





**Clatsop County Courthouse Block
 Landscape Maintenance Proposal
 749 Commercial St., Astoria, OR 97103**

Date: 11/2/2023

Valid Until: 12/2/2023

Estimate #: 5162

Service Description												
Fertilization We will apply fertilizer to the turf areas for overall health. This will be applied two times per year in the growing season for adequate nutrition - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the fertilizer.												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
		1						1				2
• Application of Fertilizer in Lawn												
• Application of Fertilizer in Lawn												
Annual Aerating We will aerate the specified lawn areas once per year in the fall sometime between September through November. All plugs will be left on the ground to be reintroduced back into the soil.												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
								1				1
• Professional Aerating We will aerate the lawn and leave the soil plugs where they fall in order for this soil to be reintroduced back into the lawn over time.												
Moss Control We will spread granular moss killer (ferrous sulfate) to the turf areas once in the spring to keep the moss under control.												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	1											1
• 1 of 1 Moss Control Application - Early Spring												
Lime Application We will apply lime to the turf areas for overall health. This will be applied two times per year in the growing season for righting the pH levels - once in the spring and once in the fall when there are normal amounts of rain water to assist the turf in absorbing the lime.												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
		1						1				2
• Application of Lime												
• Application of Lime												
Weed Spraying Every month in the growing season we will spray for weeds in all the <u>flower beds</u> , <u>lawns</u> , and <u>gravel areas</u> , as well as, in the <u>cracks of the sidewalk and asphalt</u> , keeping the grounds as weed-free as possible. All herbicide material prices are included. Schedule: 9 applications – monthly (approximately every four weeks) February through October. *This number of applications is approximate. The weather is the main factor determining the exact number of visits ***Weed spraying applies only to weeds growing outside of ornamental plantings, separate hand weeding service is needed to manage all weeds in planting beds so desirable plants are not negatively affected by weed spraying. Oregon Department of Agriculture Commercial Pesticide Operator License: AG-L1037259CPO The above pesticide license is required by law in order spray weeds with herbicide. http://www.oregon.gov/ODA/programs/Pesticides/Licensing/Pages/PesticideLicensing.aspx												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	1	1	1	1	1	1	1	1	1			9

	Service Description																										
	• February (approximately) App 1 of 9																										
	• March (approximately) App 2 of 9																										
	• April (approximately) App 3 of 9																										
	• May (approximately) App 4 of 9																										
	• June (approximately) App 5 of 9																										
	• July (approximately) App 6 of 9																										
	• August (approximately) App 7 of 9																										
	• September (approximately) App 8 of 9																										
	• October (approximately) App 9 of 9																										
	<p>Annual Dethatching - Fall Full dethatching of the lawns in two different directions to ensure maximum thatch and moss removal. We will rake up and haul away all debris after each pass.</p> <p>We will dethatch the specified lawn areas once per year sometime between September and November.</p>																										
	<p>• Professional Dethatching Full dethatching of the lawns in two different directions to ensure maximum thatch and moss removal. We will rake up and haul away all debris after each pass.</p>																										
	<p>Hand Weeding - Per Unit 11 visits per year We will hand weed the flowerbeds for weeds that cannot be sprayed (e.i. weeds that are growing within or in close proximity to desirable plants or weeds that are large in size). This service is to be performed in conjunction with monthly spraying to keep labor time low and save the client money.</p> <p>Schedule: This service will be performed every four weeks (monthly) February through November with a maximum of 11 visits per year.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>n/a</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>n/a</td> <td>11</td> </tr> </tbody> </table>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	n/a	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	n/a	11
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total															
n/a	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	mthly	n/a	11															
	<p>Edging/String Trimming 13 visits per year Edge and/or String trim the designated areas. The grass clippings will not be picked up unless otherwise specified.</p> <p>***The client will be doing all the mowing in-house.</p> <p>Schedule: This service will be performed every four weeks (monthly) February through November, except every two weeks (bi-weekly) April through June with a maximum of 13 visits per year.</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>n/a</td> <td>mthly</td> <td>mthly</td> <td>biwkly</td> <td>biwkly</td> <td>biwkly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>mthly</td> <td>n/a</td> <td>13</td> </tr> </tbody> </table>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	n/a	mthly	mthly	biwkly	biwkly	biwkly	mthly	mthly	mthly	mthly	mthly	n/a	13
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total															
n/a	mthly	mthly	biwkly	biwkly	biwkly	mthly	mthly	mthly	mthly	mthly	n/a	13															
	Hauling Services																										

Subtotal for one year	\$4,589.00
Discounts	\$0.00
Sales Tax for one year	\$0.00
Total for one year	\$4,589.00

Benefits of Our Program

1. By being a year round customer, our company is on-call to schedule services to you before any one-time or new customers. This is for services that are not under contract and that may need special immediate attention.
2. Licensing. All irrigation repairs, pesticide applications, weed spraying, and plant installation require licenses according to Oregon state laws. We have all the necessary licenses in the industry to complete all services you may need.
 1. Governing bodies:
 1. Oregon Landscape Contractor's Board
 2. Oregon Department of Agriculture
3. With over 600 clients in Clatsop County & Pacific County, we are the largest maintenance company in the area with proven systems to ensure your experience is a great one.
4. We are 100% locally owned and operated!

Your Investment for One Year:

We propose to furnish labor and materials in accordance with the above specifications for the following:

Estimate total not including sales tax.....\$4,589.00

Payment will be made as follows: Paid in **12** equal monthly installments of **\$382.42** each plus sales tax.

Commercial PRO Rated Contract

Invoicing via paper check. Monthly invoices will be sent approximately on the 1st business day of each current month and due 15 days later with a 15-day grace period (e.g. November's services will be invoiced on November 1st and due on November 15th with penalties applying if the payment is not post marked by November 30th).

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Sales Tax Rates (if applicable). The monthly installment amount does not include applicable Sales Tax. The monthly installment amount is subject to change based on Sales Tax Rates at the time of contract execution.

Please sign below with your finger (for touchscreens), stylus pen, or keyboard.

Signature:

Estimate Agreement Number: 5162





CERTIFICATE OF LIABILITY INSURANCE

GREEN-5

OP ID: AS

DATE (MM/DD/YYYY)

11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knutsen Insurance - Astoria 968 Commercial P.O. Box 657 Astoria, OR 97103 Angela D. Hubbell	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Greensmith, LLC DBA: Greensmith Landscape Maint. P.O. Box 1014 Warrenton, OR 97146	INSURER A: West American Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		BKW56326427	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BKW56326427	01/01/2023	01/01/2024	MED EXP (Any one person) \$ 15,000
	<input type="checkbox"/> _____						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> _____						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> _____	<input type="checkbox"/> _____					\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED _____ RETENTION \$ _____						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS _____ OTHER _____
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Clatsop County, its Commissioners, employees and agents are additional insured as required by contract

CERTIFICATE HOLDER**CANCELLATION**

Clatsop County Public Works 1100 Olney Avenue Astoria, OR 97103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Amendment No. 2 to Grant No. 15663 State of Oregon, Dept. of Education
Category: Consent Calendar
Presented By: Kelly Braaten, Director

Issue Before the Commission: Amendment No. 2 to Grant No. 15663 State of Oregon, Dept. of Education.
Informational Summary: The State of Oregon, Department of Education provides funds to Clatsop County Juvenile Department each biennium. For biennium 2023-2025 Clatsop County can request reimbursement up to \$70,000 of Juvenile Crime Prevention dollars. See Attachment B, Exhibit A, page 14 of 23, for the description of requirements and deliverables.
Fiscal Impact: Revenue up to \$70,000 for 2023-2025 biennium.

Requested Action:

Authorize County Manager to sign Amendment No.2 to Grant No.15663 increasing the total by \$70,000 for a project total of \$133,000.

Attachment List

- A. Amendment No. 2 of Grant No. 15663
- B. Grant No. 15663

Amendment No. 2 to Grant No. 15663

This is Amendment No. 2 to Grant No. 15663, effective July 1, 2023 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Clatsop County (“Grantee”) each a “Party” and together, the “Parties”. This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$63,000.00~~ **\$133,000.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund (“Funding Source”).

2. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
Quarterly Reports	Within 30 days after the end of each quarter listed below: Quarter 1: July 1, 2023 – September 30, 2023 Quarter 2: October 1, 2023 - December 31, 2023 Quarter 3: January 1, 2024 – March 31, 2024 Quarter 4: April 1, 2024 - June 30, 2024 Quarter 5: July 1, 2024 – September 30, 2024 Quarter 6: October 1, 2024 - December 31, 2024 Quarter 7: January 1, 2025 – March 31, 2025 Quarter 8: April 1, 2025 - June 30, 2025
Final Report	By August 1, 2025

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: Philip Hofmann
Contracting Officer

November 7, 2023
Date

Clatsop County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email
Kevin Gleim, Assistant Attorney General

09/25/2023
Date

STATE OF OREGON GRANT AGREEMENT

Grant No. 15663

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education on behalf of the Youth Development Division (“Agency”) and Clatsop County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.847 and ORS 417.855, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Anya Sekino
255 Capitol St, NE Salem, OR 97310
Phone: 503-378-5115
Email: anya.sekino@ode.state.or.us

4.2 Grantee’s Grant Manager is:

Kelly Braaten
800 Exchange, Suite 200
Astoria, OR 97103
Phone: 503-325-8601
Email: kbraaten@co.clatsop.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$63,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its YDD Juvenile Crime Prevention Fund (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a unit of local government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees,

agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.2 Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2** **Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1** **Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2** **Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for

payment of the Project at the end of the Performance Period;

- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the

only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency’s consent to Grantee’s assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency’s prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency’s consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

[Signatures on next page]

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

Agency’s Youth Development Division (“YDD”) aligns systems and leverages community partnerships to ensure integrated, measurable, and accountable services for youth, ages 6 through 24 that support educational and career success, focus on crime prevention, and reduce high-risk behaviors.

YDD aims to ensure Oregon’s youth have the opportunity to thrive and achieve their full potential. YDD’s approach is to develop statewide policy and fund community-based programs, services, and initiatives for vulnerable and resilient youth that reduce barriers to education and employment success, expand access to positive activities, and build crucial social, emotional and mental health skills and competencies.

YDD values:

- Equitable access
- Equal opportunity
- Inclusion
- Youth-centered approaches and results
- Innovation

The YDD is allocated funds each biennium to support local Boards of County Commissioners to provide High-Risk Juvenile Crime Prevention Services.

The goal of this Grant is to provide funding to the Grantee to implement its High-Risk Juvenile Crime Prevention Plan (“Plan”) that will achieve the following:

1. Reduction of juvenile arrest rate in Grantee’s county; and
2. Reduction of juvenile recidivism rate in Grantee’s county.

SECTION II. DEFINITIONS

“Authorized Activities” means those activities authorized in Section IV of this Exhibit A.

“Board of County Commissioners” means the governing body, as defined in ORS 203.030, of a county AND includes a county court as described in ORS 203.111.

“Budget” means a budget developed by the Grantee as part of a juvenile crime prevention plan pursuant to OAR 423-120-0020 and approved by Agency.

“Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the Project activities, eligible or permitted uses of the Grant Funds, and identified in Grantee’s Budget.

“Juvenile Crime Prevention Funds” means state moneys distributed by the division to a county or tribe for the purpose of funding entities and programs that provide juvenile crime prevention services pursuant to OAR 423-120-0015.

“Juvenile Crime Prevention Plan” means a juvenile crime prevention plan developed under OAR 423-120-0015 for approval by the Youth Development Council.

“Juvenile Crime Prevention Service” means a service provided to youth who:

- (a) Are at high risk of committing a juvenile crime;
- (b) Exhibit or are subject to more than one of the following:
 - (A) Anti-social behavior;
 - (B) Poor family functioning or poor family support;
 - (C) Failure in school;
 - (D) Substance abuse; or
 - (E) Negative peer association; and
- (c) Demonstrate at-risk behaviors that will result in the youth's imminent or increased involvement in the juvenile justice system.

SECTION III. PROJECT ACTIVITIES AND BUDGET

Grantee’s approved Juvenile Crime Prevention Plan, on file with Agency, is incorporated into this Agreement.

Upon its completion and Agency’s written approval, Grantee’s Budget shall be incorporated into this Agreement.

Grantee shall implement Project activities that achieve the goal of this Grant and meet the needs of a targeted population of youth age 18 or younger in the county who:

- (1) Have more than one of the following at-risk factors:
 - (a) Antisocial behavior;
 - (b) Poor family functioning or poor family support;
 - (c) Failure in school;
 - (d) Substance abuse problems; or
 - (e) Negative peer association; and
- (2) Are clearly demonstrating any of those at-risk factors that have come to the attention of government or community agencies, schools or law enforcement and will lead to imminent or increased involvement in the juvenile justice system.

Agency will disburse Grant Funds only for the Costs of the Project activities that occur, including expenses incurred, during the Performance Period.

If Grantee subawards any of the Project Juvenile Crime Prevention Service, the award entered between the Grantee and the third party must include all parameters of the Grant Agreement between Agency and Grantee.

Grantee shall use the guidelines developed and provided by Agency pursuant to OAR 413-120-0015 to measure changes in juvenile crime and recidivism. The guidelines can be found at the following web address:

<https://www.oregon.gov/youthdevelopmentdivision/Juvenile-Justice/Pages/JCP-Mission-Guidelines.aspx>

Grantee shall enter information related to assessing an individual’s risk of committing a juvenile crime in the Juvenile Justice Information System operated by the Oregon Youth Authority (“OYA”) or in the JCP Data Manager operated by Agency.

Grantee shall notify in writing and seek the approval of Agency’s Grant Manager, identified in Section 4 of this Grant, of any changes to the Budget.

Grantee must return to Agency any Grant Funds that have not been obligated six months before the date on which this Grant Agreement ends

SECTION IV. USES OF FUNDS

Grantee must use Grant Funds in accordance with OAR 423-120-0010 to OAR 423-120-0040.

- (1) Except as provided in subsection (2) of Section IV of this Exhibit A, Grant Funds must be used by the Grantee programs that provide juvenile crime prevention services as specified in the Grantee’s crime prevention plan.
- (2)(a) Except as provided in paragraph (b) of this subsection, Grantee may use up to 10 percent (10%) of juvenile crime prevention funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (b) If Grantee has been identified by the YDD to receive the minimum amount of juvenile crime prevention funds available to a county under OAR 423-120-0001 to 423-120-0050 may use up to 15 percent (15%) of Grant Funds distributed to Grantee to pay expenses accrued, directly or indirectly, as a result of implementing the juvenile crime prevention plan.
- (3) Grant Funds may not be used to replace other funds that the Grantee dedicated, before entering into this Grant Agreement, to fund entities and programs that provide juvenile crime prevention services during the term of this Agreement.

- (4) Grant Funds may not be used to fund an entity or program providing a juvenile crime prevention service if the entity or program is funded by another federal or state funding source and the use of Grant Funds is duplicative of the use of funds from the other funding source.

Grant Funds must be used in accordance with all applicable federal and state laws, rules, and regulations and all applicable circular letters issued by the United States Office of Management and Budget, including, but not limited to:

- (1) 75 U.S.C. 7501 to 7506 (requirements for single audits);
- (2) 42 U.S.C. 2000d to 2000d-7 (civil rights requirements for federally assisted programs);
- (3) 42 U.S.C. 12131 to 12134 and 12141 to 12165 (equality opportunity for individuals with disabilities when providing public services);
- (4) 29 U.S.C. 794 (nondiscrimination under federal grants and programs);
- (5) 20 U.S.C. 6081 to 6084 (prohibition against smoking in indoor facilities operated by a federal agency either directly or by contract);
- (6) 2 C.F.R. 225 (Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)); and
- (7) 70 F.R. 41242 (Audits of State, Local Governments, and Non-Profit Organizations (OMB Circular A133)).

Administrative Costs. Grantee may be reimbursed for administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System (“EGMS”).

Budgetary Modifications. Grantee may expend amounts that differ from the amounts and line items shown in the Budget by no more than 10% with Agency’s prior written approval as long as the total amount expended for all categories does not exceed the total Grant Funds identified in Section 6 of this Grant and otherwise complies with the terms of this Grant. Any adjustments to a line item in the Budget that exceed 10% of the amount identified in the original Budget **or** any adjustments to the overall Budget that result in an increase to the total Grant Funds identified in Section 6 may not be done without an amendment to this Grant.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

REPORT	DUE DATE
Quarterly Reports	Within 30 days after the end of each quarter listed below : Quarter 1: July 1, 2021 – September 30, 2021 Quarter 2: October 1, 2021- December 31, 2021 Quarter 3: January 1, 2022 – March 31, 2022 Quarter 4: April 1, 2022 - June 30, 2022 Quarter 5: July 1, 2022 – September 30, 2022 Quarter 6: October 1, 2022 - December 31, 2022 Quarter 7: January 1, 2023 – March 31, 2023 Quarter 8: April 1, 2023 - June 30, 2023
Final Report	By August 1, 2023

If the Grant is terminated in accordance with Section 18, the final report is due within 30 days after the termination date. Final payment is contingent upon Agency’s acceptance of the Final report. The obligation to deliver the Final Report shall survive the termination of this Agreement.

Agency will evaluate Grantee as reimbursement requests are made by the Grantee using the reimbursement form provided by the Agency. Agency will use data provided in reimbursement requests to monitor the Grantee. Grantee’s failure to use the required reimbursement form may result in a delay or denial of reimbursement.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION VI. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using EGMS, on a cost incurred quarterly basis upon receipt of Grantee’s request(s) for disbursement and in accordance with the Budget prepared by Grantee.

With each request for disbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

Grantee must send its requests for disbursement via email to Agency’s Grant Manager identified in Section 4 of this Agreement.

ODE GRANT #15663 Clatsop County – Juvenile Crime Prevention Fund

Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the effective date of the Agreement.

Grantee may not use any funds disbursed under this Agreement to reimburse any person or entity for expenditures made, or to pay for any expenses incurred, before the date on which the Youth Development Council approved Grantee’s the juvenile crime prevention plan.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and ***require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant***, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee’s completion and Agency’s acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement

Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit B.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Approve the 2023-24 Budget and Appropriation Adjustments
Category: Consent Calendar
Presented By: Andrew Sullivan, Finance Director

Issues Before the Commission: Approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 and ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.338 and ORS 294.463 for a budget adjustment in fiscal year 2023-24. This adjustment is necessary to comply with Oregon Budget Law as a result of the need to expend unanticipated grant revenue and to transfer appropriations between organizational units within a fund.

The need for the budget adjustment is further explained in the attached Schedule "A".

Fiscal Impact: The fiscal impact is \$0 as the expenditure will be the same amount as the unanticipated grant revenue.

Recommended Action:

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.338 and ORS 294.463, and authorize the Chair to sign.

Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriation adjustments

Schedule A
2023-24 Budget Adjustments

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>ORGANIZATIONAL UNIT</u>	<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
BOS Emergency Declaration	001/1990/81-4271	\$ 3,636,222	
BOS Emergency Declaration	001/1990/82-3577	\$ 3,636,222	

Comment: This adjustment is to account for the recognition of the additional grant funds for the BOS Emergency Declaration and the subsequent additional appropriations associated with it. No fiscal impact.

II. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN ORGANIZATIONAL UNITS WITHIN A FUND

<u>ORGANIZATIONAL UNIT</u>	<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
CFM Advocates	001/1120/82-2471	\$ 44,000	
CFM Advocates	001/9900/82-9901		\$ 44,000

Comment: The original budgeted appropriation for consulting services was estimated at approximately \$42,000. After a thorough evaluation process, it was decided to use CFM Advocates as the County's lobbying firm, for \$86,000. This budget adjustment is to account for the additional expense, using contingency funds. No fiscal impact.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: State Homeland Security Program (SHSP) Grant No. 23-259
Category: Consent Calendar
Presented By: Justin Gibbs, Emergency Management Director

Issue Before the Commission: Approve the agreement which awards Clatsop County grant funding, in the amount of \$50,000.00, from the State Homeland Security Program (SHSP).

Informational Summary: Clatsop County was awarded a State Homeland Security Program (SHSP) grant by the Oregon Department of Emergency Management (ODEM) to complete hazard and mission specific annexes to the Clatsop County Emergency Operations Plan (EOP) and update the EOPs for the cities of Astoria, Cannon Beach, and Seaside.

Fiscal Impact: None

Requested Action:

Approve and authorize the County Manager to sign the \$50,000 grant agreement, and any future amendments, to the contract (C8586).

Attachment List

- A. Resolution and Order for Schedule of Revenue and Appropriations Adjustments
- B. Clatsop County Contract Review Worksheet for 8586
- C. State Homeland Security Program (SHSP) Grant (No. 23-259) Agreement

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

Clatsop County

\$50,000

Grant No: 23-259

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Emergency Management, hereinafter referred to as “OEM,” and **Clatsop County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2023**, and ending, unless otherwise terminated or extended, on **September 30, 2025** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subagreement Insurance Requirements**

Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$50,000 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Fiscal and Programmatic Performance Reports.

- a. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 23 State Homeland Security Program. This report will also provide space to disclose financial activities during that reporting period.
- b. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Failure of Subrecipient 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, termination of this Agreement, or both.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Reimbursement Process.**
 - i. To receive reimbursement, Subrecipient must 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, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the “RFR Deadline”). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
 - ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iii. 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.

iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.

c. Conditions Precedent to Disbursement. OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

d. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) 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 Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. 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 Subrecipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Subrecipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), 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. Subrecipient and its contractors 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.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for 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) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit

requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 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.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient 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, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, 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 Subrecipient. 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.
 - iii. Subrecipient 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.

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

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. 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 and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

- c. Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit 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 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

b. Termination by Subrecipient. Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.

d. Settlement upon Termination. Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.d and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

a. Contribution. To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

c. Responsibility for Grant Funds. Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **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, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page 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. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under 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 Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State 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. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. 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.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clatsop County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Tiffany Brown
Emergency Manager
Clatsop County
800 Exchange Street, Suite 400
Astoria, OR 97103
503-325-8645
tbrown@clatsopcounty.gov

Subrecipient Fiscal Contact:

Tiffany Brown
Emergency Manager
Clatsop County
800 Exchange Street, Suite 400
Astoria, OR 97103
503-325-8645
tbrown@clatsopcounty.gov

STATE OF OREGON, acting by and through its
Department of Emergency Management

By _____

Name _____
(printed)

Preparedness Section Manager, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

10/17/23

OEM Program Contact:

Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

OEM Fiscal Contact:

Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

Scope of work: This project will fund the update of Clatsop County's Emergency Operations Plan (EOP) it will include planning services for cities throughout the county. EOP updates will focus on operational coordination and anti-terrorism annexes. Clatsop County will enter into a contract with a subcontractor to perform this planning work.

Core Capability Addressed: Planning
Investment Justification: EOC/NIMS/NQS

II. Budget

Grant Funds:	\$50,000
Total Budget:	\$50,000
Planning	\$50,000
Total (Grant)	\$50,000

EXHIBIT B

Federal Requirements and Certifications

I. General.

Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to “recipient” include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 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, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any

federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO 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.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-peoplelimited> and additional resources on <http://www.lep.gov>.

2- Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure 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.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM.

Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than \$2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in Sam.gov): Clatsop County
 - (ii) Sub-recipient's Unique Entity Identifier (UEI): F1HMUWL4TKL5
 - (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
 - (iv) Federal Award Date: September 1, 2023
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to September 30, 2025
 - (vi) Sub-award Budget Period Start and End Date: From October 1, 2023, to September 30, 2025
 - (vii) Amount of Federal Funds Obligated by this Agreement \$50,000
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$86,490
 - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$86,490
 - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: \$ 8,647,500.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year

1 SCHEDULE "A"

2
3 ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN
4 ORGANIZATION UNITS WITHIN THE SAME FUND

5

6 <u>Organization Unit/Fund</u>	<u>Increase</u>	<u>Decrease</u>
7 SHSG Grant (001/2750/81-4340)	\$ 50,000	
8 Emergency Operations Plans (001/2750/82-2450)	\$ 50,000	

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11 Comment: The Clatsop County Emergency Management Department recently received
12 a State Homeland Security Program (SHSP) grant in the amount of \$50,000 from the
13 Oregon Department of Emergency Management (ODEM). The grant funds will be used
14 to contract with a consultant to develop hazard and mission specific annexes to the
15 Clatsop County Emergency Operations Plan (EOP) and update the EOPs for the cities of
16 Astoria, Cannon Beach, and Seaside.

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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Contract for 2023-24 Emergency Management Program Grant (EMPG)
Category: Consent Calendar
Presented By: Justin Gibbs, Director

Issue Before the Commission: Approve the grant award conditions and certifications and authorize the County Manager to sign and execute.

Informational Summary: The Clatsop County Emergency Management Division has received matching funds from Oregon Emergency Management (OEM), which are pass-through monies from FEMA's Emergency Management Performance Grant (EMPG). The grant funding is used to offset the personnel costs of a full-time Emergency Manager and a portion of the Emergency Coordinator, and it requires the county to perform certain functions and meet various goals, which the program has been successful in completing the last fifteen years. The grant also requires quarterly reports that detail the work performed and the goals met by the program.

Fiscal Impact: This grant money was allocated in the FY2023-24 Adopted Budget in the amount of \$88,990 based on prior year historical amounts. This grant award will provide up to \$68,590.00 for the federal fiscal year 2023-24 which is a \$20,400 reduction in state revenue that will be backfilled by General Fund revenues. The maximum reimbursement for this grant is set at 50% of program cost.

Requested Action:

To approve the grant amendment for the amount of \$68,590 recognizing it is a reduction of state revenues from prior year contracts, and authorize the County Manager to execute and sign any amendments.

Attachment List

A. Contract #C8587

**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
Clatsop County
\$68,590.00
Grant No: 23-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Department of Emergency Management, hereinafter referred to as “ODEM,” and **Clatsop County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2023** and ending, unless otherwise terminated or extended, on **June 30, 2024** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. ODEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

- 3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, ODEM shall provide Subrecipient an amount not to exceed \$68,590.00 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
- 4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by ODEM by amendment pursuant to Section 11.d hereof.
- 5. Reports.** Failure of Subrecipient 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, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by ODEM, on its progress in meeting each of its agreed upon goals and objectives. The reports will address specific information regarding the activities carried out under the FY 2023 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to ODEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from ODEM prior written approval to extend a performance report requirement past its due date. ODEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by ODEM 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 on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the “RFR Deadline”). ODEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. 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.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** ODEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODEM upon approval by ODEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by ODEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. Conditions Precedent to Disbursement.** ODEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow ODEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to ODEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to ODEM. Subrecipient shall return all Misexpended Funds to ODEM promptly after ODEM's written demand and no later than 15 days after ODEM's written demand. Subrecipient shall return all Unexpended Funds to ODEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to ODEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) 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 Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. 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 Subrecipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. NIMS Compliance. By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the ODEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide ODEM, Oregon Secretary of State (Secretary), 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. Subrecipient and its contractors 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.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for 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) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to ODEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 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.
 - iii. Subrecipient shall save, protect and hold harmless the ODEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements** Subrecipient may enter into contracts (hereafter “subagreements”) for performance of the Project. Subrecipient must have and use its own documented procurement procedures that conform with applicable State and Federal law, including, without limitation, 2

CFR 200.318 through 200.327. For each subagreement over \$150,000, the subagreement shall address administrative, contractual or legal remedies for violation or breach of subagreement terms and provide for sanctions and penalties as appropriate. Additionally, for each subagreement over \$10,000, the subagreement shall address termination for cause or for convenience including the manner in which termination will be affected and the basis for settlement.

- i. Subrecipient shall provide to ODEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to ODEM, upon request by ODEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, 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 ODEM in addition to any other approvals required by law applicable to Subrecipient. 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.
 - iii. Subrecipient 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 ODEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and all procedures for managing and maintaining records of all purchases of property and equipment including, without limitation, the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements under State and Federal law, including without limitation, 2 CFR 200.318 through 200.327, and all purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include the following information at the minimum: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to ODEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of ODEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to ODEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless ODEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of ODEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by ODEM.** ODEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by ODEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. ODEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of ODEM and which under the provisions of this Agreement would have required the approval of ODEM.
 - vi. ODEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to ODEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by ODEM, and Subrecipient shall return to ODEM Grant Funds previously disbursed to Subrecipient by ODEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by ODEM and Subrecipient shall return funds to ODEM in accordance with Section 6.c, except that Subrecipient may pay, and ODEM shall disburse, funds for obligations incurred and approved by ODEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

a. Contribution.

- i. 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.
- ii. With respect to a Third-Party Claim for which ODEM is jointly liable with Subrecipient (or would be if joined in the Third-Party Claim), ODEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of ODEM on the one hand and of Subrecipient 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 ODEM on the one hand and of Subrecipient 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. ODEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODEM had sole liability in the proceeding.
- iii. With respect to a Third-Party Claim for which Subrecipient is jointly liable with ODEM (or would be if joined in the Third-Party Claim), Subrecipient 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 ODEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of ODEM 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 Subrecipient on the one hand and of ODEM 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. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with ODEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires ODEM to return funds to the FEMA, hold harmless and indemnify ODEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **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, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or ODEM at the appropriate address or number set forth on the signature page 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. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. 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.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State 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. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of ODEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind ODEM in any way. ODEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of ODEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. 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.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clatsop County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient’s Legal Counsel

Date _____

Subrecipient Program Contact:

Tiffany Brown
Emergency Manger
Clatsop County
800 Exchange St.
Astoria, OR 97103
503-325-8645
clatsopemd@clatsopcounty.gov

Subrecipient Fiscal Contact:

Justin Gibbs
Emergency Management Director
Clatsop County
800 Exchange St.
Astoria, OR 97103
503-325-8645
clatsopemd@clatsopcounty.gov

STATE OF OREGON, acting by through its Oregon
Department of Emergency Management

By _____

Alaina Mayfield
Preparedness Section Manager, ODEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date 10/12/2023

ODEM Program Contact:

Carole Sebens, Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-798-1938
Carole.l.sebens@oem.oregon.gov
Oem.empg@OEM.oregon.gov

ODEM Fiscal Contact:

Rick Bruno, Controller
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-983-4413
Rick.bruno@oem.oregon.gov
Oem.empg@OEM.oregon.gov

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2023 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2023 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by ODEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$68,590.00
Match Funds:	\$68,590.00
Total Budget:	\$137,180.00

Personnel Services	\$137,036
General Office Supplies	\$
Other Supplies	\$
Contractual/Professional Services	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$144.00
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$137,180.00

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient 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 (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and ODEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the ODEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

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.** Subrecipient, 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, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - 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.
2. **Equal Employment Opportunity Program.** Subrecipient, 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. Subrecipient must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and 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, Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient 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. Subrecipient 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, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient 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 Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, 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. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for 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.

- K. Activities Conducted Abroad.** Subrecipient 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.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient 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.
- M. Copyright.** Subrecipient 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 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, Subrecipient 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.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient 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.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance

award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (each, a “contractor”), if any, to: i) obtain insurance specified in this Exhibit before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement, as required by any extended reporting period or continuous claims-made coverage requirements, and all warranty periods that apply. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

If a contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, ODEM requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

i. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

All employers, including Subrecipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The contractors shall require and ensure that each of their subcontractors complies with these requirements. If a contractor is a subject employer, as defined in ORS 656.023, the contractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient’s contractor is an employer subject to any other state’s workers’ compensation law, the contractor shall provide Workers’ Compensation Insurance coverage for its employees as required by applicable workers’ compensation laws including Employers’ Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

ii. COMMERCIAL GENERAL LIABILITY:

Subrecipient’s contractors shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

iii. AUTOMOBILE LIABILITY INSURANCE:

Subrecipient's contractors shall provide Automobile Liability Insurance covering their business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$500,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until contractor's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, ODEM requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to contractor activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of a contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Each contractor shall waive rights of subrogation which the contractor or any insurer of the contractor may acquire against ODEM or the State of Oregon by virtue of the payment of any loss. The contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ODEM has received a Waiver of Subrogation endorsement from the the contractor or the contractor's insurer(s).

CONTINUOUS CLAIMS-MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the contractor shall maintain continuous claims-made liability coverage,

provided the effective date of the continuous claims-made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODEM's acceptance of all services required under the Grant Agreement, or
- (ii) ODEM or Subrecipient's termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Each of Subrecipient's contractors shall provide to ODEM Certificate(s) of Insurance for all required insurance before delivering any goods and performing any work required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Each of Subrecipient's contractors or its insurer must provide at least 30 calendar days' written notice to ODEM before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Subrecipient agrees to periodic review of insurance requirements by ODEM under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and ODEM.

STATE ACCEPTANCE:

All insurance providers are subject to ODEM acceptance. If requested by ODEM, Subrecipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODEM's representatives responsible for verification of the insurance coverages required under this Exhibit.

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match the name associated with its unique entity identifier): Clatsop County
 - (ii) Sub-recipient's unique entity identifier: F1HMUWL4TKL5
 - (iii) Federal Award Identification Number (FAIN): EMS-2023-EP-00005
 - (iv) Federal Award Date: October 1, 2022
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2023 to June 30, 2024
 - (vi) Sub-award Budget Period Start and End Date: July 1, 2023 to June 30, 2024
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$68,590.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$68,590.00
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$68,590.00
 - (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
 - (b) Name of pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director, PO Box 14370, Salem, OR 97309-5062
 - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,343,682.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: 11.2%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Amended and Restated Intergovernmental Agreement #177471-1 between the State of Oregon, acting by and through its Oversight and Accountability Council (OAC), which is staffed by Oregon Health Authority (OHA), and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2025.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve the Amended and Restated Intergovernmental Agreement #177471-1 between Oversight and Accountability Council (OAC) and Clatsop County Department of Public Health and approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 for a total of \$22,050 (rounded).

Informational Summary: Clatsop County Public Health along with community partners including: Clatsop Behavioral Health Care, Clatsop Community Action, Helping Hands Re-Entry and Outreach, Providence Seaside Foundation, Iron Tribe Network, and Morrison Child & Family Services were awarded a Behavioral Health Resource Network (BHRN) grant in the amount of \$6,191,935.26 in this biennium. This is in partnership with OHA and is a health-based approach to substance use and overdose prevention as part of Measure 110 Drug Addiction Treatment and Recovery Act. The grant applications were reviewed by an Oversight and Accountability Council (OAC). Clatsop County, along with these partners, were awarded the funds based on the services.

The role of the County in the BHRN will include the ongoing work provided by the Public Health department in the area of harm reduction services which includes informing and educating the community. Currently, Public Health implements a weekly Syringe Service Program (SSP) in Astoria, Seaside and Warrenton. The SSP distributes sterile needles on a one-for-one exchange basis, provides sharps containers for safe disposal, and offers community resource information and recovery resources. In addition, in partnership with Public Health's Overdose Prevention Program, Harm Reduction provides Naloxone

product and training to those who utilize our SSP as well as community members, businesses, and law enforcement.

The original BHRN Grant amount of \$267,603.45, which was awarded in July 2022, will increase by \$66,164.81 to \$333,768.26 and the term is extended to 6/30/2025 with this amendment.

Fiscal Impact: Funding will be received in 6 installments of approximately \$11,027.47 per quarter, from January 2024 through April 2025. The 2023 – 2024 FY impact (2 installments) would be \$22,054.94 which would be offset by BHRN grant revenue. Grant revenues to be received after June 2024 (4 installments) will be included in the 2024 – 2025 FY budget process.

Requested Action:

Approve the budget adjustment for \$22,050.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the County Manager to sign the IGA 177471-1 between OAC and Clatsop County Department of Public Health, in addition to the BHRN MOU with our community partners.

Attachment List

- A. Copy of Amended and Restated Intergovernmental Agreement 177471-1 for a total of \$333,768.26
- B. Resolution and Order
- C. Schedule "A" Appropriation adjustments
- D. BHRN MOU



Grant Agreement Number 177471-1

**STATE OF OREGON
AMENDED AND RESTATED GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-OAC.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Amended and Restated Grant Agreement (this “Agreement”) fully amends and restates Grant Agreement Number **177471** (as it may have been modified, the “Original Agreement”) between the State of Oregon, acting by and through its Oversight and Accountability Council, which is staffed by the Oregon Health Authority (OHA), Health System Division:

**Health Systems Division
500 Summer St SE, E86
Salem, Oregon 97301
M110.Grants@dhsaha.state.or.us**

hereinafter referred to as “OAC,” and

**Clatsop County Public Health
800 Exchange St., Suite 310
Oregon, Oregon 97103
Attention: Monica Steele
Telephone: 503-338-3609
E-mail address: msteele@ClatsopCounty.gov**

hereinafter referred to as “Recipient.”

1. Effective Date and Duration.

This Agreement fully replaces and supersedes the Original Agreement as of the date this Agreement has been fully executed by every party and, when required, approved by the Oregon Department of Justice (the “Effective Date”). As of the Effective Date, the rights and obligations of the parties under the Original Agreement will be governed by this Agreement. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. Agreement termination shall not extinguish or prejudice OAC’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits and attachments, which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget
- (7) Attachment 1: Template Memorandum of Understanding
- (8) Attachment 2: Template Declaration of Restrictive Covenants

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A (including Exhibit D as incorporated therein), and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement (including any amounts paid to Recipient under the Original Agreement), which includes any allowable expenses, is **\$333,768.26**. OAC will not disburse grant funds to Recipient in excess of the not-to-exceed amount and, notwithstanding any other provision of this Agreement, will not disburse grant funds under this Agreement until this Agreement has been signed by all Recipient(s) and, when required, approved by the Oregon Department of Justice. OAC will disburse the grant to Recipient as described in Exhibit A, Part 2.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OAC’s determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. Recipient Data and Certification.

a. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

County of Clatsop

Street address: 800 Exchange Street, Suite 310

City, state, zip code: Astoria, OR 97103

Email address: jquackenbush@ClatsopCounty.gov

Telephone: (503) 325-8500 Facsimile: (503) 325-8678

Business Designation: *(Check one box):*

- Professional Corporation Nonprofit Corporation Limited Partnership
- Limited Liability Company Limited Liability Partnership Sole Proprietorship
- Corporation Partnership Other

Recipient Proof of Insurance. Recipient shall provide proof of all insurance listed and required by Exhibit C, in accordance with the deadline established in Exhibit C, Section 8.

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, each signatory for Recipient hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and Recipient shall deliver to OHA the required Certificate(s) of Insurance in accordance with the deadline established in Exhibit C, Section 8. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The information shown in Section 6a. "Recipient Information", is Recipient's true, accurate and correct information.

- (3) To the best of the Recipient's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding;and
- (5) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OAC with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

Clatsop County Public Health

By:

Authorized Signature

County Manager

Title

Don Bohn

Printed Name

Date

State of Oregon acting by and through its Oversight and Accountability Council

By:

Authorized Signature

OAC Tri-Chair

Title

Printed Name

Date

Authorized Signature

OAC Tri-Chair

Title

Printed Name

Date

Authorized Signature

OAC Tri-Chair

Title

Printed Name

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Via e-mail by Lisa Udland, Assistant Attorney General

Department of Justice

10/12/2023

Date

EXHIBIT A
Part 1
Program Description

1 Background

In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 (hereinafter referred to as “Measure 110” or the “Act”), which became effective on December 4, 2020, to better serve people actively using substances or diagnosed with a substance use disorder. Effective in July, 2021, the Legislature amended the Act with Senate Bill (SB) 755 (Regular Session 2021) (hereinafter referred to as SB 755). People who provide drug treatment and recovery services and advocates for criminal justice reform wrote Measure 110 in response to the high rate of drug addiction and overdoses in Oregon, and the disproportionate impact of those outcomes on Oregon’s communities of color and tribal communities. Their goal was to establish a more equitable and effective approach to substance use disorder. The OAC and the Oregon Health Authority (“OHA”) agree with the advocates and voters that a holistic, health-based approach to addressing addiction and overdoses is more helpful, caring and cost-effective than punishing and criminalizing people who need help.

Measure 110 centers on equity, based on the knowledge that communities of color and tribal communities are disproportionately harmed by laws that criminalize drug possession. People in these communities are less likely to have access to culturally and linguistically specific and responsive services (and health services, generally), and experience greater harm from using drugs. Measure 110 makes health assessment, low-barrier access to care, low barrier treatment, harm reduction, and recovery services available to all those who need and want access to those services, and will make it a priority to provide additional support and assistance to people and communities who experience a higher burden of disease in order to access these critical services.

Measure 110 established the Oversight and Accountability Council (“OAC”). The OAC oversees grant funds and approves grants for providers and servicers who meet the criteria for a Behavioral Health Resource Network (“BHRN”) that will ensure an increase in access to care for all communities, including communities who have disproportionately been impacted by rates of incarceration.

2 Purpose

As a part of the OAC’s effort to increase substance use treatment and support services statewide and to improve access, the OAC is funding at least one BHRN for each county and is providing funding for each of the nine federally recognized tribes. All services provided through these networks, previously referred to as Addiction Recovery Centers (“ARCs”), now called BHRNs, must be evidence-informed, trauma informed, culturally and linguistically specific and responsive, person-centered and nonjudgmental.

A “Behavioral Health Resource Network” (BHRN) means an entity or network of entities that receives funds from the OAC through OAC under ORS 430.389(2)(a). The BHRNs will provide services to all¹ in need of treatment and support for substance use concerns, including but not limited to: housing, harm reduction, peer support, supported employment and substance use disorder treatment. They will also assist people who have received a Class E violation for possession of a personal use amount of substances in the process of waiving the fine and accessing requested substance use support and other services.

Each grant recipient to receive funding as a BHRN shall fulfill all applicable requirements of ORS 430.389(2)(d) and be able to provide evidence of the basic operational requirements outlined in the OAC rules, OAR 944, Division 1, to be eligible to receive Drug Treatment and Recovery Services Funds. Each grant recipient must provide one or more of the component services specified in ORS 430.389(2)(d)², on and after January 1, 2024, *renumbered as* ORS 430.389(2)(e). OAC and OHA will provide assistance to help grant recipients to partner with other organizations in the county, so that each county BHRN collectively fulfills all the requirements of ORS 430.389(2)(d), on and after January 1, 2024, *renumbered as* ORS 430.389(2)(e).

3 Program Activities

- 3.1** Recipient’s program activities shall be free of charge to clients, regardless of the client’s ability to pay or insurance status. Services provided must be accessible at no cost to all people, including those who experience substance use disorder, without need for referral or designated pathway to recovery. Recipient will bill insurance for services where insurance is available, but Recipient will not bill any client for any balance. BHRN entities cannot delay services for purposes of billing insurance or awaiting processing of any such billing.
- 3.2** Recipient shall ensure that BHRN program activities conducted by Recipient are conducted in accordance with ORS 430.389(2)(d), on and after January 1, 2024, renumbered as ORS 430.389(2)(e) and OAR 944-001-0020 (Operational, Policy, and Service and Support Requirements of Behavioral Health Resource Networks), as the foregoing may be amended from time to time.

3.3 BHRN Grant Activities –

Recipient shall provide (required are those marked with an ‘X’ in the table below):

	Required if marked by “X”
Screening Assessments in accordance with OAR 944-001-0020(3)(a); OAR 944-001-0020(4); and OAR 944-001-0020(5).	

¹ “It is the policy of the State of Oregon that screening, health assessment, treatment and recovery services for drug addiction are available to all those who need and want access to those services.” ORS 430.389.

² The Oregon legislature passed HB 2513 during the 2023 legislative session, which goes into effect on January 1, 2024. See Oregon Laws 2023, chapter 248. The provisions in ORS 430.389 were renumbered by HB 2513 and on and after January 1, 2024, ORS 430.389(2)(d) is 430.389(2)(e).

Comprehensive Behavioral Health Needs Assessment in accordance with OAR 944-001-0020(3)(b).	
Ongoing peer counseling and support from screening and assessment through implementation of individual intervention plans in accordance with OAR 944-001-0020(3)(c) and assessment and outreach in accordance with ORS 430.389(2)(d)(E), on and after January 1, 2024, <i>renumbered as</i> ORS 430.389(2)(e)(E). These include services provided by the following certified peer professional types: (i) Addiction Peer Support Specialists certified under OAR 410 Div 180; (ii) Addiction Peer Wellness Specialists certified under OAR 410 Div 180; (iii) Certified Recovery Mentors certified by the Mental Health and Addiction Certification Board of Oregon; and (iv) Youth Support Specialists certified under OAR 410 Div 180.	
Harm reduction services and information and education about harm reduction services in accordance with OAR 944-001-0020(3)(d)	X
Low-barrier substance use disorder treatment in accordance with OAR 944-001-0020(3)(e), including assessment and outreach in accordance with ORS 430.389(2)(d)(E), on and after January 1, 2024, <i>renumbered as</i> ORS 430.389(2)(e)(E).	
Transitional and supportive housing for individuals with substance use disorders in accordance with OAR 944-001-0020(3)(f)	
Supported employment	

4 Reporting Requirements

4.1 Financial recordkeeping and reporting

In general, the State of Oregon has a statutory obligation to provide services at the highest level of desired effectiveness at the lowest possible cost. (ORS 297.065(1)). It is the responsibility of the Secretary of State Audit Division to conduct performance audits of state agencies, including OAC, in part to identify whether or not the agencies are meeting these requirements. This also includes individual departments, commissions, and boards. The Division of Audits will follow established, national standards, such as those of the United States Government Accountability Office, when completing performance audits. (ORS 297.070(1))

Oversight and Accountability Council must include its contractors, grant recipients, and governmental entities, including but not limited to municipal corporations, in its compliance with the statutes and rules governing such audits. Therefore, OAC requires those receiving public funding for the delivery of program or other services to adhere to certain requirements for record retention and provide access to all documentation related to the performance of services.

The distribution of funding and delivery of services has become more interrelated and interdependent between government, NGOs, and other service providers such that the decision as to what records are retained or destroyed is a matter of statewide public policy. The interest and concern of citizens in public records recognizes no jurisdictional boundaries and extends to such records wherever they may be found in Oregon. As local programs become beneficiaries of state-provided funding, the State of Oregon and its political subdivisions have a responsibility to apply orderly requirements for the retention and destruction of all public records, whether current

or noncurrent, including financial information. As such, the same approach applies to the contractors, grant recipients, and other service providers.

The retention of records allows the state, including its agencies, councils, and boards to demonstrate distribution of funding and associated terms, conditions, goals, objectives, and expected outcomes of its contractors and recipients. The Audit Division will also examine financial records to determine adherence to Generally Accepted Accounting Principles (GAAP) or such other national standard as may be applied to service providers. Therefore, in addition to the requirements in Exhibit B.10, Records Maintenance, Access, Recipient shall provide or give access to OAC, OHA and/or the Secretary of State Audits Division the Records, described in Exhibit B.10, within 5 business days of receipt of written notice to Recipient.

4.2 Client Data Collection and Reporting

4.2.1 Recipient shall, at a minimum, collect and report the following information to OHA and OAC no later than the deadlines established from time to time by the OAC with notice to Recipient and in substantially the form and manner prescribed by OHA, if any:

- Number of clients with substance use disorder receiving services from Recipient.
- Average duration of client participation and client outcomes
- The number of individuals seeking assistance from Recipient who are denied or not connected to substance use disorder treatment and other services; and the reasons for the denials
- The average time it takes for clients to access services and fulfill their individual intervention plan and the reason for any delays, such as waiting lists at referred services
- Whether the average time to access services to which clients are referred, such as housing or medication assisted treatment, has increased or decreased since Recipient received funding
- Demographic data on clients served, including self-reported demographic data on race, ethnicity, language, and disability, and other demographic information in accordance with OAR Chapter 950, Division 030.

4.3 Recipient shall provide the data required to be collected and reported under section 4.2 in accordance with OAC and OHA instructions established from time to time with notice to Recipient, which can currently be found at the following website, under the BHRN Grantee Resources, Data collection and reporting link:

<https://www.oregon.gov/oha/hsd/amh/pages/measure110.aspx>.

5 Performance Requirements:

- Recipient must use evidence-based practice(s) or Tribal-based practices, or both, to meet the needs of the community Recipient serves.

- Recipient shall ensure services are in accordance with OAR 944-001-0020(2)(c) and (d)³, as may be amended;
- Recipient assures that clients who are Black, Latinx, Native American, LGBTQIA2S+, Asian, Pacific Islander, houseless, incarcerated, veterans, or have lived experience of substance use disorder can access intersectional, culturally and linguistically specific and responsive services within 48 hours of seeking services.
- Recipient complies with ADA requirements for housing services.
- In accordance with OAR 944-001-0030(2), Recipient shall execute and submit to OHA, and maintain in effect during the term of this Agreement, a fully executed Memorandum of Understanding (MOU), substantially in the form attached hereto as Attachment 1, or in another form that complies with OAR 944-001-0030(2) and (3), as specified in Section 6. Recipient shall maintain the MOU in effect during the term of this Agreement and shall provide notice as soon as practicable to OHA of any material changes to the MOU, including but not limited to any changes to the parties to the MOU and any changes to the MOU to comply with amendments from time to time to OAR 944-001-0030(2) and (3). Any such notice to OHA shall include a copy of the fully executed MOU, as amended.
- Recipient must, to the greatest extent possible, seek reimbursement for services provided from a client’s health insurer, including but not limited to the Oregon Health Plan and private insurers.

6 Grant Milestones

- Submission of MOU(s) to OHA and OAC: 30 calendar days of effective date of the Original Agreement.
- Recipient must submit the policies and procedures required by OAR 944-001-0020(2) to OHA and OAC within 90 days of effective date of the Original Agreement. Submission of Data and Reports – See Section 4. Reporting Requirements in Exhibit A Part 1 Program Description.

³ OAR 944-001-0020(2)(c) and (d), as of the Agreement effective date, says operational and policy requirements must include, “(c) An individual who is authorized to perform peer delivered supports, mentoring, and recovery services or a certified alcohol and drug counselor who is available in-person, by phone, or electronically 24 hours a day, seven days a week for anyone contacting the BHRN;” and “(d) Posting regular office hours, access information for the 24-hour telephonic line, and electronic access to the BHRN’s website, and each component organization’s website. Each BHRN entity does not need to maintain a website as long as the information is available on the OAC website.”

**Exhibit A
Part 2
Payment and Financial Reporting**

1. Payment and Financial Reporting.

- a. OAC no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at: <https://sharedsystems.dhsOAC.state.or.us/DHSForms/Served/me0189.docx> If Recipient already has EFT set up for any type of payment that comes from the Oregon Health Authority or OAC, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator.
- b. OAC will grant funds to Recipient, subject to the following:
 - i. Grant funds may be expended only for costs that are directly and reasonably related to services provided under this Agreement and in accordance with the terms and conditions of this Agreement.
 - ii. Grant funds may be expended only for costs in accordance with Recipient’s budget approved by OAC, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient, provided that Recipient must obtain advance written approval from OHA for any revision to Recipient’s budget that would result in a cumulative change to any budget category of less than 25% of the not-to-exceed amount of the grant and must obtain advance written approval from OAC for any revision to Recipient’s budget that would result in a cumulative change to any budget category of 25% or more of the not-to-exceed amount of the grant.
 - iii. Grant funds may not be used to supplant other funding sources.
 - iv. Grant funds may be expended for travel-related costs only in accordance with the requirements of the Oregon Accounting Manual applicable to travel-related costs, as the same may be amended from time to time.
- c. OAC will disburse the grant funds to Recipient as follows:

Disbursement Schedule for Recipient	Disbursement Amounts (Total for Recipient)
Original awarded NTE amount for grant period July 1, 2022 through December 31, 2023 (including, if applicable, the January 2024 payment for the last quarter of 2023)	\$267,603.45

Beginning January 1, 2024, equal payments shall be disbursed on a quarterly basis for the upcoming quarter no later than January 10, 2024; April 10, 2024; July 10, 2024; October 10, 2024; January 10, 2025; and April 10, 2025.	\$11,027.47 quarterly
Total Payments for Recipient	Not-to-exceed \$333,768.26

- d. Notwithstanding subsection I above, OHA may, in its sole discretion: (i) withhold from any payments to Recipient (including by adjusting the amount of quarterly payments otherwise due to Recipient to account for such withholding) any amounts in Recipient's budget intended for use for purchase of or improvements to real property, pending compliance by Recipient with any applicable requirements set forth in Exhibit A, Part 3, Section 1 of this Agreement; (ii) accelerate any payments to Recipient (including by adjusting the amount of quarterly payments otherwise due to Recipient to account for such acceleration) for any amounts in Recipient's budget intended for use for purchase of or improvements to real property, subject to compliance by Recipient with any applicable requirements set forth in Exhibit A, Part 3, Section 1 of this Agreement; or (iii) in the event of an increase or decrease in any amounts in Recipient's budget intended for use for purchase of or improvements to real property, adjust the amount of any payments to Recipient to account for such increase or decrease.

EXHIBIT A

Part 3 Special Terms and Conditions

- 1. Real Property Purchase, Renovation, or Improvement.** Except as otherwise expressly agreed by OHA in writing, when grant funds under this Agreement in the amount of \$10,000 and above are to be used for purchase of or improvements to real property, Recipient shall, prior to such expenditure, notify OHA and execute a Declaration of Restrictive Covenants to secure such real property or improvements. The Declaration of Restrictive Covenants shall be substantially in the form attached to this Agreement as Attachment 2 and shall be filed, at the Recipient's expense, in the real property records of each county in which the real property is located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in force and effect until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants, and the Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement.

Vehicle funding request for grants:

2.

When OAC payments in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the Recipient's performance of its obligations under this Agreement, the Recipient grants to OAC a security interest in all of the Recipient's rights, title, and interest in and to the goods, i.e., the vehicle. The Recipient agrees that from time to time, at its expense, the Recipient will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OAC may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OAC to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. Recipient must forward by e-mail a copy of the title application showing the OAC c/o Oregon Health Authority, Health Systems Division as the Security Interest Holder to OAC within five (5) calendar days of the acquisition from the seller.

Recipient shall submit copy of the title application to OHA via. email at HSD.Contracts@odhsoha.oregon.gov, with a CC to M110.Grants@odhsoha.oregon.gov.

File Security Interest Holder information as follows:

OAC c/o
Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97302

3. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OAC approved the payments. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

4. Removal of Liens

The following steps describe the process for removal of liens prior to the expiration of the dedicated use period described in Section 4 of this Exhibit A, Part 3:

To release a vehicle title on which OAC is listed security interest holder, Recipient must make a request in writing to OAC. The request must specify why the vehicle is being disposed of and the intended use of any payments realized for the transaction. OAC may approve or deny the request in its sole discretion.

EXHIBIT B

Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed and enforced 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 OAC or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a 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 consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise. Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. Without limiting the generality of the foregoing, the Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by the Recipient. Failure to comply with any of the foregoing requirements is grounds for termination of the grant.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. Grant Funds; Payments.

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OAC's payment of grant funds under this Agreement is contingent on OAC receiving appropriations, limitations, allotments and other expenditure authority

sufficient to allow OAC, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement.

- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OAC Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OAC. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to the EFT Coordinator identified in Exhibit A, Part 2, Section 1.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement (including funds disbursed to Recipient prior to the Effective Date under the Original Agreement) that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on termination or expiration of this Agreement ("Unexpended Funds") must be returned to OAC. Recipient shall return all Misexpended Funds to OAC promptly after OAC's written demand and no later than 15 days after OAC's written demand. Recipient shall return all Unexpended Funds to OAC within 14 days after the termination or expiration of this Agreement, as applicable. OAC, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OAC that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

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.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of the Recipient 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient 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 State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State 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 Recipient on the one hand and of the State 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 Recipient'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.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon 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 Recipient'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.

8. **Default; Remedies; Termination.**

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OAC's notice or such longer period as OAC may specify in such notice; or
 - (3) Recipient fails to return Misexpended Funds or Unexpended Funds in accordance with Section 5 of this Exhibit B; or
 - (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OAC's notice, or such longer period as OAC may specify in such notice.
- b. **OAC's Remedies for Recipient's Default.** In the event Recipient is in default under Section 8.a., OAC may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 8.e.(2);
 - (2) withholding all or part of monies not yet disbursed by OAC to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of Misexpended Funds or Unexpended Funds under Section 5 of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OAC may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

- c. **Default by OAC.** OAC shall be in default under this Agreement if OAC commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.
- d. **Recipient's Remedies for OAC's Default.** In the event OAC terminates this Agreement under Section 8.e.(1), or in the event OAC is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 8.e.(3), Recipient's sole remedy will be a claim for payment of grant funds for costs or expenses incurred and for which payment is

authorized by this Agreement. In no event shall OAC be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

e. Termination.

- (1) OAC's Right to Terminate at its Discretion. At its sole discretion, OAC may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OAC to Recipient;
 - (b) Immediately upon written notice if OAC fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OAC, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OAC's support of the program under this Agreement is prohibited or OAC is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement, including any Medicaid Eligible Individual, under its care.
- (2) OAC's Right to Terminate for Cause. In addition to any other rights and remedies OAC may have under this Agreement, OAC may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OAC may establish in such notice, if Recipient is in default under Section 8.a.
- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days' prior written notice to OAC or at such later date as Recipient may establish in such notice, if OAC is in default under Section 8.c. and OAC fails to cure such default within 30 calendar days after OAC receives Recipient's notice or such longer period as Recipient may specify in such notice.
- (4) Mutual Termination. This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OAC all of OAC's property that is in the possession or under the control of Recipient.

- (6) Effect of Termination. Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OAC, OAC expressly directs otherwise.

9. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OAC and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

11. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OAC or OHA computer system or other OAC or OHA Information Asset for which OAC or OHA imposes security requirements, and OAC or OHA grants Recipient or its subcontractor(s) access to such OAC or OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meanings set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OAC. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OAC. No approval by OAC of any

assignment or transfer of interest shall be deemed to create any obligation of OAC in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of or related to this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

14. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OAC's prior written consent. In addition to any other provisions OAC may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OAC will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OAC's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

15. No Third Party Beneficiaries.

OAC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Severability.

The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid.

17. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OAC at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the

transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OAC:

Oregon Health Authority
Health Systems Division
500 Summer St SE, E86
Salem, Oregon 97301

18. Headings; Interpretation.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so, including but not limited to Sections 1, 2, 5, 7, 8(e)(5), 13, 15, 16, 17, 18, and 19 of Exhibit B of this Agreement.

19. Amendments; Waiver; Consent.

No amendment, waiver, or consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

20. Prohibition on Supplanting.

Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Recipient shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

21. Merger Clause.

This Agreement constitutes 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.

EXHIBIT C

Insurance Requirements

Recipient shall require its first tier contractor(s) (each, a “Contractor”) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in this Exhibit C prior to performing under this Agreement and maintain it in full force throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OAC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. PROFESSIONAL LIABILITY:

Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included

in the Professional Liability insurance coverage, or the Recipient shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

5. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

6. WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OAC or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the OAC has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

7. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and OAC's acceptance of all Services required under this Agreement, or, (ii) OAC or Recipient's termination of this Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to OAC Certificate(s) of Insurance for all required insurance before conducting any activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance

OAC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

9. NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to OAC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OAC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OAC.

11. STATE ACCEPTANCE:

All insurance providers are subject to OAC acceptance. If requested by OAC, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OAC's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D [OAC-Approved Budget]


Grant Agreement #:	177471	
Contract Not-to-Exceed Amount:	\$267,603.45	
County Name:	Clatsop	
Organization Name:	Clatsop County Public Health	
Grant Extension Budget Request		Line Item Narratives

Personnel Costs										
Previous Grant Budget Amount (22-23)	\$139,456.16									
Projected Spend Through 2023	\$57,010.21									
Grant Extension Request Budget Line items (24-25)										
<i>You may include COLA adjustments in this category</i>										
Health Promotion Specialist II (including benefits) -	\$0.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Narrative of Projected Spend</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds cover staffing costs associated with the Harm Reduction program, including administrative and financial oversight, program implementation, data collection, reporting, and quality assurance.</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Personnel Narrative</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds will cover staffing costs associated with the Harm Reduction program including administrative and financial oversight, program implementation, data collection, reporting, and quality assurance. These funds include .15 HR coordinator, .20 HR Nurse and QA, .10 Supervisor, .25 admin assistant, .05 administrative oversight, .05 for fiscal oversight.</td> </tr> </tbody> </table>	Narrative of Projected Spend		Funds cover staffing costs associated with the Harm Reduction program, including administrative and financial oversight, program implementation, data collection, reporting, and quality assurance.		Personnel Narrative		Funds will cover staffing costs associated with the Harm Reduction program including administrative and financial oversight, program implementation, data collection, reporting, and quality assurance. These funds include .15 HR coordinator, .20 HR Nurse and QA, .10 Supervisor, .25 admin assistant, .05 administrative oversight, .05 for fiscal oversight.	
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Deputy Director (including benefits) - 0.05 FTE	\$15,681.52									
Program Assistant II (including benefits) - 0.15 FTE	\$19,332.82									
Accountant II (including benefits) - 0.05 FTE	\$7,887.06									
Clinical Mgr/Nursing Supervisor (including benefits) -	\$27,540.21									
Administrative Assistant III (including benefits) - 0.25	\$20,215.55									
Public Health Nurse III (including benefits) - 0.20 FTE	\$31,080.25									
Total Jan 24 - June 25	\$121,737.41									

Program Staff Training Costs										
Previous Grant Budget Amount (22-23)	\$5,400.00									
Projected Spend Through 2023	\$1,395.00									
Grant Extension Request Budget Line items (24-25)										
Ongoing training needs	\$9,000.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Narrative of Projected Spend</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds cover the training and travel costs of four Harm Reduction program staff to attend the Oregon Pain and Addiction Treatment Conference in Sun River, Oregon.</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Program Staff Training Narrative</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds cover the training and travel costs for Harm Reduction program staff to attend various state-wide, regional, and local trainings and conferences, including but not limited to OPAT, Region 10 Opioid Summit, and local SUD Conference. These costs are calculated at \$500.00 a month and are dependent on training dates.</td> </tr> </tbody> </table>	Narrative of Projected Spend		Funds cover the training and travel costs of four Harm Reduction program staff to attend the Oregon Pain and Addiction Treatment Conference in Sun River, Oregon.		Program Staff Training Narrative		Funds cover the training and travel costs for Harm Reduction program staff to attend various state-wide, regional, and local trainings and conferences, including but not limited to OPAT, Region 10 Opioid Summit, and local SUD Conference. These costs are calculated at \$500.00 a month and are dependent on training dates.	
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Total Jan 24 - June 25	\$9,000.00									

Services & Supplies Costs										
Previous Grant Budget Amount (22-23)	\$98,419.71									
Projected Spend Through 2023	\$20,778.74									
Grant Extension Request Budget Line items (24-25)										
<i>Please include all direct services and supports provided to clients.</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Narrative of Projected Spend</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds cover costs for syringes, sharps, office supplies, local mileage, and Narcan.</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Services & Supplies Narrative</th> </tr> </thead> <tbody> <tr> <td colspan="2">Funds cover costs for: syringes @ \$36,000.00, sharps @ \$13,449.33, office supplies @ \$3,600.00, local mileage @ \$3,600.00 and Narcan @ \$36,855.00.</td> </tr> </tbody> </table>	Narrative of Projected Spend		Funds cover costs for syringes, sharps, office supplies, local mileage, and Narcan.		Services & Supplies Narrative		Funds cover costs for: syringes @ \$36,000.00, sharps @ \$13,449.33, office supplies @ \$3,600.00, local mileage @ \$3,600.00 and Narcan @ \$36,855.00.	
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Contracted Data Analyst (removed 1/27/23)	\$0.00									
Syringes	\$36,000.00									
Sharps/equivalent containers	\$13,449.33									
Office Supplies	\$3,600.00									
Mileage/travel	\$3,600.00									
Naloxone	\$36,855.00									
Total Jan 24 - June 25	\$93,504.33									

Capital Outlay Costs		
Projected Spend through 2025 for EXISTING Capital Projects Only	\$0.00	Narrative of Projected Spend Purchase of Pyxis MedStation for incarcerated people with substance use disorder for medication assisted therapies has been canceled (as of 7/19/23) and the funds have been reallocated to Personnel.
Administrative Costs		
Previous Grant Budget Amount (22-23)	\$24,327.58	Narrative of Projected Spend 10% of BHRN budget for indirect expenses
Projected Spend Through 2023	\$7,918.40	
Grant Extension Request Budget Line Items (24-25)		Administrative Narrative 10% of BHRN budget for indirect expenses
Indirect expenses	\$22,424.17	
Total Jan 24 - June 25	\$22,424.17	



Behavioral Health Measure 110

Grant Agreement #:	177471-0
County:	Clatsop
Organization Name:	Clatsop County Public Health

Extension Summary		
Current Grant Period (7/1/22 through 12/31/23)		
Current NTE	\$ 267,603.45	NTE (Not to Exceed) for current grant period
Projected Spend	\$ 87,102.35	The projected spend reported in your extension budget submission. Can be seen on Extension Budget tab
	=	
Carryover	\$ 180,501.10	Current NTE minus Projected Spend
Extension Period (1/1/24 through 6/30/25)		
Projected Budget	\$ 246,665.91	Projected expenses from your extension budget submission. Can be seen on Extension Budget tab
Carryover from First Period	\$ 180,501.10	From above calculation
	=	
Funds Needed for New Period	\$ 66,164.81	Projected expenses minus carryover
Total 36 month NTE	\$ 333,768.26	Current NTE plus funds needed for new period

Attachment 1

TEMPLATE MEMORANDUM OF UNDERSTANDING (MOU)

[INSERT NAME] BEHAVIORAL HEALTH RESOURCE NETWORK (“the BHRN”)

This Memorandum of Understanding (MOU) is made by and between the following signatories of this MOU (later referred to as “signatories”) in establishing the BHRN:

- 1. [Entity Name]
- 2. [Entity Name]
- 3. [Add more lines as needed]

RECITALS

- 1. The signatories have been awarded funding under Ballot Measure 110 (2020), SB 755 (2021), and the rules developed under Oregon Administrative Rule (OAR) 944 Division 001.
- 2. The signatories to this MOU wish to meaningfully engage with other signatories to serve people in [list county service area of BHRN] county(ies) and to support the implementation of Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001. The signatories enter this MOU to memorialize their understanding of the strategic partnership to accomplish this.

AGREEMENT

Signatories agree:

- 1. **PURPOSE.** This MOU memorializes the signatories’ framework for engaging in the required activities described in Ballot Measure 110 (2020), SB 755 (2021), OAR 944 Division 001, and their respective funding agreements with the State of Oregon, Oversight and Accountability Council (“OAC”). It provides the framework under which the signatories will coordinate services to collectively provide all required services as a BHRN.
- 2. **AUTHORITY.** Each signatory to this MOU represents it is duly authorized to participate in the activities described in this MOU under all applicable local, state, and federal laws, rules, policies, and executive actions. Each signatory further represents as follows:
 - 2.1. No signatory is an agent or representative of any other. No signatory has the right or authority to incur or create any obligation for or bind any other signatory in any way. This MOU does not grant any signatory authority to make any statements, representations, or commitments of any kind, or take any action binding on the State of Oregon or any other signatory.
 - 2.2. Each signatory is responsible for verifying and has verified that its participation in the activities described in this MOU does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and that its participation does 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 it is party or by which it may be bound or affected.

3. EFFECTIVE DATE AND DURATION; SIGNATORIES. This MOU is effective when two or more signatories has each executed this MOU. This MOU remains in effect, subject to at least one review per year by all signatories, until all signatories have withdrawn. A signatory may withdraw from the MOU on written notice to OHA and other then-current signatories. Additional signatories may be added to the MOU upon award of grant to other entities and consent of other then-current signatories.

4. RESPONSIBILITIES. While each signatory anticipates it will be able to participate as described in this MOU, it is not responsible or liable to any other signatory for any gaps in its participation under this MOU. Signatories acknowledge that there may be consequences under their respective funding agreements with OHA/OAC for failure to comply with those funding agreements, or failure to refer between or collaborate with other signatories or recipients of OAC funds, including but not limited to failure to comply with this MOU.

4.1. Each signatory will:

4.1.1. Establish and maintain a funding agreement with OAC for funds under Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001.

4.1.2. Comply with laws, rules, and policies applicable to its security practices and sharing of information about its practices, and disclosure of confidential information (including information protected by law) and information that is otherwise held as sensitive.

4.1.3. Protect confidential and sensitive information it receives from any other signatory in accordance with applicable law, rule, and policy, and hold all information not verified or received as public information with the presumption that it is confidential or otherwise sensitive.

4.1.4. Not disclose to other signatories confidential or sensitive information received from a third party without the express consent of the owner or subject of the information, unless permitted or required by law.

4.1.5. Meet at least once every __months, to review how each signatory is working with the other signatories, identify best practices and opportunities for development, and discuss strategies to effectively serve persons with substance use issues and disorders within the counties to be served.

4.1.6. Notify other signatories if it is unable or unwilling to meaningfully participate in the activities described in this MOU.

4.1.7. Operate in a manner that honors tribal sovereignty and self-determination.

4.2. **Required roles.** The following shall be responsible for each required component of this BHRN (OAR 944-001-0020(3)), and signatories shall seek to refer clients to other signatory entities as appropriate:

- 4.2.1. *[Name of signatory/ies]* provide(s) screening by Addiction Peer Support Specialist, Certified Recovery Mentor, Addiction Peer Wellness Specialist, or other addiction professional 24 hours a day, seven days a week, every calendar day of the year to each individual immediately upon first contact. *[Describe how coverage will be allocated among multiple signatories.]*
- 4.2.2. *[Name of signatory/ies]* provide(s) comprehensive behavioral health needs assessment, including a substance use disorder assessment by a certified alcohol and drug counselor or other credentialed addiction treatment professional within 24 hours of an individual's request for assessment. *[Describe how coverage will be allocated among multiple signatories.]*
- 4.2.3. *[Describe which signatory/ies provide(s) peer-delivered outreach, supports, mentoring, and recovery services. Describe how these will be allocated among signatories.]*
- 4.2.4. *[Describe which signatory/ies provide(s) harm reduction services, information, and education. Describe services and how these will be allocated among signatories.]*
- 4.2.5. *[Describe which signatory/ies provide(s) low-barrier substance use disorder treatment and addiction recovery services as described in OAR 944-001-0020(3)(e). Describe the services and how these will be allocated among signatories.]*
- 4.2.6. *[Describe which signatory/ies provide(s) flexible and low barrier housing for individuals who use substances that cause harm or have a substance use disorder. Describe how signatories will allocate responsibilities to serve populations at all points on the substance use continuum, including gender affirming housing options including responsive housing and shelter options for those who are transgender, gender-nonconforming, and intersex, and family housing options.]*
- 4.2.7. *[Describe which signatory/ies provide(s) rental assistance: Project-based vouchers, tenant-based vouchers, rapid-rehousing and eviction prevention, assistance for fair market rate and privately held housing, assistance attached to a development, assistance attached to wrap around services or assistance paid directly to individuals, any other types of rental assistance; rental assistance for single family and multifamily housing development, barrier busting assistance, including deposit funds, repairs, and landlord incentives, and mobile units, camping equipment, and campsites; assessing supports needed to maintain housing or remediation steps for those experiencing relapse in abstinence-only living environments.]*
- 4.2.8. *[Describe how the signatories will maintain a list of current partnerships and clear referral pathways to the following services: Employment, training and education; family counseling, parenting support and childcare; youth services; state and federal public benefits; assistance to address food insecurity; coordination with other local, county, and state agencies as appropriate, such as social services, child welfare, or corrections; referral and coordination with*

agencies providing services to those who have experienced physical abuse, sexual abuse, or other types of domestic violence; and primary care services, including primary pediatric care and immunizations for children of those seeking care.]

4.2.9. *[Describe which signatories will provide expungement services or referrals to expungement services to facilitate housing, employment, and receipt of other recovery services.]*

4.2.10. *[Describe how signatories will provide supported employment services.]*

4.2.11. *[Describe how the signatories will assess the need for, and provision of, mobile or virtual outreach services in accordance with ORS 430.389(2)(d)(E).]*

4.2.12. *[List other services that are funded through Measure 110/SB 755, and describe how the signatory provides those in its role in the BHRN.]*

4.3. **Workflow.** Signatories share the goal of ensuring uninterrupted and seamless service delivery, and adopt the following processes to accomplish that goal: *[Describe here.]*

4.4. **Referrals.** Each signatory acknowledges that tightly linked referral pathways are necessary, and shall implement the following methods for transitioning and referring clients between signatory entities:

4.4.1.1. Obtain valid consent from clients prior to sharing their information with other signatories or providers, whenever required by law.

4.4.1.2. *[Describe referral and transition method(s).]*

4.5. **Minimum staffing.** To meet the minimum staffing required under OAR 944-001-0020(4),

4.5.1. *[Name of signatory/ies]* shall maintain a certified alcohol and drug counselor or other credentialed addiction treatment professional on their staff;

4.5.2. *[Name of signatory/ies]* shall maintain a case manager on their staff;

4.5.3. *[Name of signatory/ies]* shall maintain a Certified Addiction Peer Support or Peer Wellness Specialist or certified recovery mentors on their staff; and

4.5.4. *[Name of signatory/ies]* shall maintain an Addiction Peer Support and Addiction Peer Wellness Specialist Supervisor or Peer Delivered Services Supervisor on their staff.

4.6. **Service capacity monitoring.** *[Describe signatory/ies roles in monitoring service capacity.]*

4.7. **Verification.** *[Describe how signatory/ies shall allocate responsibilities for obtaining consent and sending verification of completion of screenings.]*

4.8. **Communications.**

4.8.1. *[Describe how signatories shall address media or public inquiries addressed to the BHRN or affecting other signatories, and who may speak on behalf of the BHRN].*

4.8.2. Each signatory shall designate in writing to all other signatories and to OHA an authorized representative who will be the primary point of contact and will coordinate and communicate with other signatories. The primary point of contact may delegate coordination and communication in writing. A signatory may change its authorized representative by written notice to other then-current signatories and OHA.

4.9. **Reporting.** *[Describe how signatory/ies shall allocate responsibility for reporting obligations.]*

5. **CHANGES TO THIS MOU.** Signatories may agree from time to time to change this MOU. Any change must be agreed upon in writing by all then-current signatories, with a copy to be sent to OHA.
6. **INTENDED BENEFICIARIES.** Signatories who have executed this MOU are the only parties to this MOU. Nothing in this MOU provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to any third party, including any natural person or group of persons.
7. **NO OBLIGATION AND NO TRANSFER OF RIGHTS.** This MOU is not an obligation or commitment of funds for a basis of transfer of funds. This MOU does not create any contractual obligation or commitment by any signatory or other person. This MOU does not create, transfer, or grant any rights in data, works of authorship, or other intellectual property.
8. **COSTS AND EXPENDITURES.** Each signatory's expenditures in support of the activities described in this MOU are subject to its respective budget processes and approvals.
9. **DISPUTE RESOLUTION.** Disagreements between two or more signatories arising under or relating to this MOU will be resolved by consultation between them, and as necessary referral of the dispute to appropriate management officials of the signatories. If the dispute is unable to be resolved, which may include a change to this MOU, a signatory may withdraw its participation in accordance with this MOU. Signatories acknowledge that failure to maintain an MOU with other participants in the BHRN may have consequences under OAR 944 Div 001 or their agreement(s) with the state of Oregon.
10. **COUNTERPARTS.** This MOU may be executed in several counterparts, all of which when taken together constitute one document, notwithstanding that each signatory has not signed the same counterpart. Each copy of the MOU so executed constitutes an original. An electronic signature is deemed to be an original signature.
11. **SIGNATURES.** Each signatory represents that the individual signing below on its behalf is authorized to act on its behalf, and the individual named below as the signatory's point of contact is authorized to act on behalf of signatory as described in this MOU.

Name of Signatory 1:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

Name of Signatory 2:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

[Insert additional signatory lines as needed]

Attachment 2

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

After Recording Return to:

Oregon Health Authority
Health Systems Division
500 Summer St SE, E86
Salem, OR 97301

SPACE ABOVE FOR RECORDER’S USE

**STATE OF OREGON
OREGON HEALTH AUTHORITY**

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this day of [insert date when ready to sign] (the “**Effective Date**”) by and between [insert Recipient Name], an Oregon [entity type, e.g., public benefit corporation, limited liability company, municipality, etc.] (“**Declarant**”) and the State of Oregon, acting by and through the Oregon Health Authority and its Health System Division (“**OHA**”) on behalf of the Oversight and Accountability Council (“**OAC**”, which includes OHA acting on behalf of the OAC) pursuant to ORS Chapter 430. OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 (“**Measure 110**”) to better serve people actively using substances or diagnosed with a substance use disorder (“**SUD**”). Effective in July 2021, Measure 110 centers on equity and is based on the knowledge that communities of color and tribal communities are disproportionately harmed by laws that criminalize drug possession. Individuals in these communities are less likely to have access to culturally and linguistically specific and responsive services (and health services, generally), and experience greater harm from using drugs. Measure 110 makes health assessment, low-barrier access to care, low barrier treatment, harm reduction, and recovery services available to all those who need and want access to those services and will make it a priority to provide additional support and assistance to people and communities who experience a higher burden of disease in order to access these critical services. OHA was allocated \$_____ to implement the foregoing (“**Measure 110 Funds**”).

B. Declarant applied and awarded an amount not to exceed [spell out amount in words [ALL CAPS] (\$insert amount in numbers) in Measure 110 Funds (the “**Grant**”) pursuant to that certain Grant Agreement dated [insert month and day of grant agreement –executed date (date last signed)-- and as amended if there is that date too], 2022 by and between the Parties (the “**Grant Agreement**”).

C. Declarant’s use of the Grant is for the purpose of funding the purchase of real property, construction, and renovation or other eligible capital costs related to the Project (as hereinafter defined)

that will serve individuals with a [insert population diagnosis including but not limited to SPMI, SUD or other as applicable to respective questions] (collectively, the “**Improvements**”). The Improvements will be situated on certain real property located in the city of [insert city], [insert County] County (the “**County**”), State of Oregon, as more particularly described in Exhibit A attached hereto (the “**Property**”). The Property, together with the Improvements, is referred to herein as the “**Project**”.

D. A condition of the Grant Agreement provides that to the extent that Grant funds are to be used for purchase, construction or renovation of real property, Declarant is required to execute a Declaration. Pursuant to that condition, OHA has required Declarant to execute this Declaration, as a condition to Declarant’s use of the Grant for the purchase or renovation of the Property for purposes of the Project.

E. The Parties desire that this Declaration be recorded in the relevant records of the County at Declarant’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. INCORPORATION.

The foregoing recitals and exhibit(s) to this Declaration are incorporated into this Declaration by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Declaration.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant represents, warrants and covenants that:

2.1. Organization and Authority.

(a) Declarant is a [insert entity type from first page] validly created and existing under the laws of the State of Oregon.

(b) Declarant has all necessary right, power and authority under its organizational documents to (a) execute, deliver and record this Declaration, and (b) incur and perform its obligations under this Declaration.

2.2. Use of Grant Funds. Declarant has used or will use the Grant funds only for the Project costs as provided for in the Grant Agreement.

2.3. Full Disclosure. Declarant has disclosed in writing to OHA all facts that may materially adversely affect the Project, or the ability of Declarant to perform all obligations required by this Declaration. Declarant has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Declaration. The information contained in this Declaration is true and accurate in all respects.

2.4. Pending Litigation. Declarant has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Declarant, threatened) against or affecting Declarant, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.5. No Defaults.

(a) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Declaration.

(b) Declarant has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.6. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Declaration will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Declarant is a party or by which the Project or any of Declarant’s property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Declarant was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Declarant, the Project or Declarant’s properties or operations.

2.7. Governmental Consent. Declarant has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Declaration and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

2.8. Responsibility. Declarant assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Declaration and the Grant Agreement and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant also represents, warrants, and covenants that:

3.1. Fair Housing and Other Civil Rights Compliance. Declarant shall comply with all applicable state and federal nondiscrimination laws, including but not limited to the Fair Housing Act and the Americans with Disabilities Act.

3.2. Use Restrictions.

(a) **[Insert type of use Restriction(s) may be more than one]** For the duration of the Use Restriction Period (as hereinafter defined), Declarant will continuously rent or hold vacant and available within the Project, [insert number of units or beds or other] of Supportive Housing (collectively, the **“Housing Units [or Beds]”**) to serve individuals with a SPMI (collectively, the **“Use Restrictions”**). For the purposes of this Declaration, “[Type of housing or other] means [rental housing or treatment beds] for individuals with SPMI.

(b) **Use Restriction Period.** For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2043**, whichever is later (the **“Use Restriction Period”**), Declarant is required to provide and comply with the requirements of the Use Restrictions.

3.3. Habitability; Other Compliance. Throughout the Use Restriction Period, Declarant will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

3.4. Financial Records. Declarant shall keep accurate books and records regarding use of the Grant and maintain them according to generally accepted accounting principles applicable to Declarant in effect at the time.

3.5. Inspections; Information. Declarant shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Declarant’s records regarding receipts, disbursements, contracts, investments and any other related matters.

3.6. Reports.

(a) Declarant shall prepare and electronically submit written quarterly reports that satisfy OHA requirements of the continued use of the Project for the agreed purpose as defined in this Declaration.

(b) The quarterly reports are due to OHA no later than April 15 (January 1-March 31), July 15 (April 1- June 30), October 15 (July 1- September 30), and January 15 (October 1-December 31) each year.

(c) The quarterly reports will provide data as OHA requests, including data on clients served by the property/ facility. OHA will provide the reporting form and instructions for completion and submission of this quarterly compliance report. Recipient may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA.

(d) Declarant shall supply any other reports and information related to the Project as the State may reasonably require.

3.7. Records Maintenance. Declarant shall retain and keep accessible all books, documents, papers, and records that are directly related to this Declaration, the Project, or the Grant throughout the Use Restriction Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHA.

3.8. Corrective Action. As a consequence of its monitoring, review of quarterly reports or otherwise, OHA may identify deficiencies in Declarant’s compliance with this Declaration. OHA may require action by Declarant (satisfactory to OHA) to correct such deficiencies. Declarant must correct such deficiencies within thirty (30) days of notice by OHA of such deficiencies unless earlier correction is required by OHA to address material health or safety needs of Project users. The reasonableness of such corrective actions is subject to OHA in its sole discretion. Nothing in this Section 3.8 is intended or may be construed to impose any duty on OHA to identify deficiencies in Declarant’s compliance with this Declaration or to require any action by Declarant to correct such deficiencies, and Declarant remains solely responsible for compliance with this Declaration.

3.9. Insurance, Damage. Declarant shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities.

4. FURTHER ASSURANCES.

4.1. Further Acts. Declarant, at any time upon request of OHA, will do, make, execute and deliver all such additional and further acts, instruments or papers as OHA may require in its sole discretion to protect OHA’s rights under this Declaration.

4.2. Reliance. OHA may rely upon statements, certificates, and other records of Declarant and its agents and assigns, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Declarant represents, covenants and warrants that the issuance to it of the Grant described herein by OAC is an inducement to Declarant to complete the Project and to operate the Project in accordance with the Grant Agreement and this Declaration. In consideration of the issuance of the Grant, Declarant has entered into this Declaration and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Declarant covenants, agrees and acknowledges that OAC has relied on this Declaration in determining to issue the Grant.

5.2. Covenants; Equitable Servitudes.

(a) OHA and Declarant hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA’s and Declarant’s successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

(b) Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein will contain an express provision making such

conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

(c) Any and all legal requirements for the provisions of this Declaration to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

(d) The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Declaration, or if required, such consent has been or will be obtained by Declarant.

5.3. Burden and Benefit.

(a) Declarant hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Declarant's legal interest in the Project is rendered less valuable thereby.

(b) Declarant hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by tenants, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Grant was issued.

5.4 Right of Modification.

OHA may compromise, waive, amend or modify the terms of this Declaration including, but not limited to the restrictive covenants and equitable servitudes created hereby, with the written consent of Declarant or subsequent Project owners, as it so determines in OHA's sole discretion to be to the benefit of OHA, the Project, or OHA efforts to provide or maintain safe and sanitary conditions of the Project. To be effective, any compromise, waiver, amendment or modification of this Declaration must be in writing, signed by an authorized OHA representative.

6. GENERAL PROVISIONS.

6.1. Compliance with Applicable Laws and Requirements.

(a) **Compliance.** Declarant shall comply with and shall ensure that the Project complies with all federal, state and local laws, rules regulations, codes, ordinances, and orders applicable to the Project.

(b) **Contracts; Subcontracts.** Declarant shall ensure that all contracts and subcontracts related to the Project or this Declaration comply with the terms and conditions hereof, including containing a provision to that effect therein.

(c) **Endurance of Obligations.** Declarant will remain fully obligated under the provisions of this Declaration notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which Grant funding is being provided.

6.2. Indemnity. Declarant assumes sole liability for breach of the conditions of the Grant Agreement (including all terms and conditions of this Declaration) by Declarant or any of its officers, agents, employees, and assigns. Declarant will save, hold harmless, indemnify and defend the State of Oregon, OAC, OHA and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (collectively, “**Claims**”) related to the Grant, the Project, this Declaration or resulting from or arising out of the acts, omissions, neglect or misconduct of Declarant or its subcontractors, agents, or employees under this Declaration or related to the Grant, Project, to the extent permitted by law. Neither Declarant nor any attorney engaged by Declarant may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Declarant settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Declarant will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice.

6.3. Time of the Essence. Time is of the essence in the performance by Declarant of the terms of this Declaration.

6.4. No Discrimination; Marketing. Except as permitted by law, Declarant will not inappropriately discriminate in the provision of housing or services on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance.

6.5. Notice. Except as otherwise expressly provided in this Declaration, any notices required or permitted to be given under this Declaration will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Declarant at the following addresses:

If to OHA: Oregon Health Authority
Health Systems Division
500 NE Summer Street – E-86
Salem, OR 97301

If to Declarant: [insert Recipient’s name]
[insert Recipient’s preferred mailing address]
[Insert attention to: name if they have one]

or to such other address a party may indicate to the other pursuant to this Section. Any notice so addressed and mailed will be effective five (5) days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.

6.6. No Third-Party Beneficiaries. Unless and only to the degree expressly provided otherwise in this Declaration, OHA on behalf of the OAC, and Declarant are the only Parties to this Declaration and are the only Parties entitled to rely on and enforce the terms of this Declaration. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are expressly identified in this Declaration and only to the degree they are expressly

described as intended beneficiaries of particular terms of this Declaration and only with such remedies as expressly given herein with respect to such interests.

6.7. Declarant Status.

(a) **Independent Contractor.** Declarant shall perform all obligations under this Declaration and will timely satisfy its obligations hereunder as an independent contractor. Declarant is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Declaration.

(b) **Declarant Responsible for Insurance Coverage.** Declarant agrees that insurance coverage, whether purchased or by self-insurance, for Declarant's agents, employees, officers and/or subcontractors is the sole responsibility of Declarant.

(c) **Non-Federal Employment Certification.** Declarant certifies that it is not employed by or contracting with the Federal Government for performance covered by this Declaration.

(d) **Good Standing Certification.** Declarant certifies to the best of its knowledge and belief that neither Declarant nor any of its principals, officers, directors or employees providing services under this Declaration:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Declaration been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Declaration had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

6.8. Termination. OHA may terminate this Declaration in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Declarant, under any of the following conditions:

- (a) If funding from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for delivery of full Grant funding; or
- (b) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of Grant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the Grant funding identified in this Declaration from the planned funding source(s); or
- (c) If any authority required by law or regulation to be held by Declarant to complete the Project ends for any reason; or
- (d) If Declarant is unable or fails to commence the Project within six (6) months from the date of this Declaration; or
- (e) If Declarant breaches or fails to timely perform any of its obligations under this Declaration, or any other applicable Grant document and such breach is not cured within the grace period, if any, provided for cure in the applicable document; or
- (f) If OHA determines that any representation, warranty or covenant of Declarant, whether in whole or in part, is false, invalid, or in default; or
- (g) If Declarant (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.
- (h) Termination of this Declaration does not terminate or otherwise impair or invalidate any remedy available to OHA or to Declarant hereunder, at law, or otherwise.

6.9. Declarant Default. Any of the following constitutes an “**Event of Default**” of Declarant:

- (a) Any false or misleading representation is made by or on behalf of Declarant, in this Declaration or in any document provided by Declarant to OHA related to this Grant or the Project.
- (b) Declarant fails to perform any obligation required under this Declaration and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Declarant by OHA, or such longer period as OHA may agree to in writing, if OHA determines in its sole discretion that Declarant has instituted and is diligently pursuing corrective action.
- (c) Declarant: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general

assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any corporate action for the purpose of effecting any of the foregoing.

(d) A proceeding or case is commenced, without the application or consent of Declarant, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Declarant, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Declarant or of all or any substantial part of its assets, or (iii) similar relief in respect to Declarant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Declarant is entered in an involuntary case under the Federal Bankruptcy Code.

6.10. OHA Default. OHA will be in default under this Declaration if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Declaration.

6.11. Remedies.

(a) **Repayment.** If this Declaration or any part hereof, terminates prior to the term of the Use Restriction Period, Declarant will, within thirty (30) days of written demand for repayment by OHA on behalf of OAC, repay the Grant multiplied by a fraction, the numerator of which is 20 minus the number of full years that have transpired between the year the Project is completed and the year of Payee's demand and the denominator of which is 20. The Parties recognize that the Grant amount in this formula for the amount subject to demand for repayment by OHA on the behalf of OAC is subject to change. The Grant amount will be reduced to the amount of Grant funds actually used and in Declarant's final budget approved for Project costs under the terms of the Grant Agreement. Upon repayment of the Grant less any reduction under the formula, this Declaration shall terminate.

(b) **Deficiencies.** OHA may, from time to time, identify and direct Declarant to correct deficiencies (including deficiencies by the Owner) in its compliance with this Declaration, which it shall correct as so directed.

(c) **Extension of Use Restriction Period.** OHA may by written notice extend the Use Restriction Period described in this Declaration for periods of time matching corresponding periods of time during which OHA determines Declarant to be in material noncompliance with any of the terms of this Declaration. Such extensions may be recorded in the county's property records.

(d) **Additional Remedies.** If Declarant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Declaration (including correction of deficiencies), and if such default remains uncured by Declarant for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHA determines in its sole discretion relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHA, or if such default runs for a period of thirty (30) days from the date Declarant

should, with due diligence, have discovered such default, then OHA may declare an Event of Default to have occurred hereunder provided, however, if a default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHA, OHA may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHA determines in its sole discretion there is good cause for granting the extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing default will be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHA, an Event of Default will be deemed to occur and OHA may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHA may, at its option, take any one or more of the following steps in addition to all other remedies provided in this Declaration, by law, or in equity:

- i. By mandamus or other suit, action or proceeding at law or in equity, require Declarant specifically to perform its obligations under this Declaration or enjoin any acts or things that may be unlawful or in violation of the rights of OHA under this Declaration;
- ii. Obtain the appointment of a receiver to operate the Project in compliance with this Declaration;
- iii. Withhold from Declarant, suspend or terminate, or (upon thirty (30)-days written demand) require the repayment of all or part of any disbursed Grant funds or other funding assistance provided by OHA to Declarant with respect to the Project;
- iv. Declare Declarant, its owners, principals, employees, and agents ineligible to receive further OAC or OHA funds or other OAC or OHA financial assistance, including with respect to other projects or requests for same, for such period as OHA determines in its sole discretion;
- v. Offset amounts due from repayment of the Grant against other funding awarded or to be awarded to Declarant;
- vi. Have access to, and inspect, examine and make copies of, all of the books and records of Declarant pertaining to the Project and to inspect the Project itself;
- vii. Enter onto the Property and correct Events of Default with respect to the Project at Declarant's expense, which expense Declarant will repay to OHA within ten (10) days of any presentment of charges for same; and
- viii. Take such other action under this Declaration, at law, in equity, or otherwise as may be available to OHA.

(e) **Survival of Remedies; Remedies Not Exclusive; Non-Waiver.** The rights and remedies of OHA provided for in this Declaration, which by their nature are intended to survive termination of this Declaration, will survive the termination of the Use Restriction Period and of this Declaration. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Declaration will constitute a waiver by OHA of that or any other provision, nor will any single or

partial exercise of any right, power or privilege under this Declaration preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6.12. Severability. If any term or provision of this Declaration 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Declaration did not contain the particular term or provisions held to be invalid.

6.13. Survival of Obligations. The obligations of Declarant as set forth in this Declaration will survive the expiration or termination of the Grant Agreement.

6.14. Attorney Fees. Subject to Article XI, Section 7, of the Oregon Constitution, in the event a lawsuit or other proceeding is instituted regarding this Declaration, the prevailing party in any dispute arising under this Declaration will, to the extent permitted by law, be entitled to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial, in mediation, and on appeal. Reasonable attorney fees will not exceed the rate charged to OHA by its attorneys. This provision does not apply to lawsuits or other proceedings instituted or maintained by or against tenants or other third-party beneficiaries hereunder, if any, for which lawsuits or other proceedings no award of attorney fees is permitted.

6.15. Construction. The Parties to this Declaration acknowledge that each party and its counsel have participated in the drafting and revision of this Declaration (or knowingly and voluntarily waived the party's right to do so). Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Declaration or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Declaration.

6.16. Captions. The captions or headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Declaration.

6.17. Execution and Counterparts. This Declaration may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

6.18. Governing Law; Venue: Consent to Jurisdiction. This Declaration will be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "**Claim**") related to this Declaration will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event will this provision be construed as a waiver by OHA or the State of Oregon of any form of defense or immunity, whether it is 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. OHA and the State of Oregon expressly reserve all sovereignty rights. **DECLARANT, BY EXECUTION OF THIS DECLARATION, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

6.19. Merger Clause. This Declaration, along with the Grant Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Declaration will bind either Party unless in writing and signed by the Parties (and the necessary approvals

obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Declaration.

6.20. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Declaration is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties hereto that OHA will retain the full right and ability to exercise its governmental powers with respect to Declarant, the Project, this Declaration, and the transactions contemplated by this Declaration to the same extent as if it were not a party to this Declaration or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Declaration, or otherwise by virtue of any exercise of its governmental powers.

(Signature Pages Follow)

IN WITNESS WHEREOF, OHA and Declarant have caused this Declaration to be signed by their duly authorized officers on the Effective Date.

OHA: **STATE OF OREGON**, acting by and through its
OREGON HEALTH AUTHORITY (OHA)
Health Systems Division

By: _____

STATE OF OREGON)
 : ss
County of Marion)

This instrument was acknowledged before me this ____ day of _____ 2023,
by _____, for and on behalf of the State of Oregon, acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**DECLARANT:
Agreement]**

[use same signature block as was use for Grant

By: _____
[Insert Recipient signer's name]

STATE OF OREGON)
 : ss
County of [insert county name])

This instrument was acknowledged before me this ____ day of _____ 2023,
by _____, for and on behalf of _____ acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Legal Description

Real property in the County of [insert county where property is located], State of Oregon, described as follows:

[Insert legal description].

Situs Address: [insert street, city, state, zip address of where property is located]

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 177471

Legal name *(tax filing)*: County of Clatsop

DBA name *(if applicable)*: _____

Billing address: 800 Exchange St., Suite 310

City: Astoria OR 97103

Phone: 503-325-8500

FEIN: 93-6002287

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: E1826B1A046A45BD880366E204C427F6	Status: Sent
Subject: 177471-1 has requested your signature on a document(s)	
Source Envelope:	
Document Pages: 50	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Arlenia Broadwell
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	arlenia.broadwell@odhsoha.oregon.gov
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Arlenia Broadwell	Location: DocuSign
11/19/2023 1:26:44 PM	arlenia.broadwell@odhsoha.oregon.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

Signer Events

Signature	Timestamp
Monica Steele	Sent: 11/19/2023 1:32:17 PM
msteele@ClatsopCounty.gov	Viewed: 11/20/2023 7:27:11 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/20/2023 7:27:11 AM
 ID: ebb6f230-b8d1-41a8-b366-9b1a76f5cf89

O'Nesha Cochran
 oneshacdumas@gmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/20/2023 7:04:37 AM
 ID: 795462c1-c8bc-44e9-96cc-9ba1f946d5de

Amy Madrigal
 amymad381@gmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/19/2023 3:27:08 PM
 ID: 4c460dfd-017d-49ca-82b8-2f34ef3aaa71

Dharma Mirza
 mirzak@oregonstate.edu

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 11/20/2023 2:36:01 AM
 ID: 5245cb4e-99af-45a1-9a4c-230f02fb94de

Jon Collins
 jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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HSD In
HSD.Contracts@odhsoha.oregon.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Benjamin McLemore
BENJAMIN.MCLEMORE@dhssoha.state.or.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/19/2023 1:32:17 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.

MEMORANDUM OF UNDERSTANDING (MOU)
CLATSOP BEHAVIORAL HEALTH RESOURCE NETWORK (“the BHRN”)

This Memorandum of Understanding (MOU) is made by and between the following signatories of this MOU (later referred to as “signatories”) in establishing the BHRN:

1. Clatsop Behavioral Healthcare
2. Clatsop County Department of Public Health
3. Clatsop Community Action
4. Helping Hands Reentry Center
5. Providence Seaside Hospital Foundation
6. Morrison Child and Family Services
7. Iron Tribe Network

RECITALS

1. The signatories have been awarded funding under Ballot Measure 110 (2020), SB 755 (2021), and the rules developed under Oregon Administrative Rule (OAR) 944 Division 001.
2. The signatories to this MOU wish to meaningfully engage with other signatories to serve people in *Clatsop* County and to support the implementation of Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001. The signatories enter this MOU to memorialize their understanding of the strategic partnership to accomplish this.

AGREEMENT

Signatories agree:

1. **PURPOSE.** This MOU memorializes the signatories’ framework for engaging in the required activities described in Ballot Measure 110 (2020), SB 755 (2021), OAR 944 Division 001, and their respective funding agreements with the State of Oregon, Oregon Health Authority (“OHA”). It provides the framework under which the signatories will coordinate services to collectively provide all required services as a BHRN.
2. **AUTHORITY.** Each signatory to this MOU represents it is duly authorized to participate in the activities described in this MOU under all applicable local, state, and federal laws, rules, policies, and executive actions. Each signatory further represents as follows:
 - 2.1. No signatory is an agent or representative of any other. No signatory has the right or authority to incur or create any obligation for or bind any other signatory in any way. This MOU does not grant any signatory authority to make any statements, representations, or commitments of any kind, or take any action binding on OHA or any other signatory.
 - 2.2. Each signatory is responsible for verifying and has verified that its participation in the activities described in this MOU does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and that its participation does 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 it is party or by which it may be bound or affected.

3. **EFFECTIVE DATE AND DURATION; SIGNATORIES.** This MOU is effective when two or more signatories has each executed this MOU. This MOU remains in effect, subject to at least one review per year by all signatories, until all signatories have withdrawn. A signatory may withdraw from the MOU on written notice to OHA and other then-current signatories. Additional signatories may be added to the MOU upon award of grant to other entities and consent of other then-current signatories.
4. **RESPONSIBILITIES.** While each signatory anticipates it will be able to participate as described in this MOU, it is not responsible or liable to any other signatory for any gaps in its participation under this MOU.

Signatories acknowledge that there may be consequences under their respective funding agreements with OHA/OAC for failure to comply with those funding agreements, or failure to refer between or collaborate with other signatories or recipients of OAC funds, including but not limited to failure to comply with this MOU.

4.1. Each signatory will:

- 4.1.1. Establish and maintain a funding agreement with OHA for funds under Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001.
 - 4.1.2. Comply with laws, rules, and policies applicable to its security practices and sharing of information about its practices, and disclosure of confidential information (including information protected by law) and information that is otherwise held as sensitive.
 - 4.1.3. Protect confidential and sensitive information it receives from any other signatory in accordance with applicable law, rule, and policy, and hold all information not verified or received as public information with the presumption that it is confidential or otherwise sensitive.
 - 4.1.4. Not disclose to other signatories confidential or sensitive information received from a third party without the express consent of the owner or subject of the information, unless permitted or required by law.
 - 4.1.5. Meet at least once every month, to review how each signatory is working with the other signatories, identify best practices and opportunities for development, and discuss strategies to effectively serve persons with substance use issues and disorders within the counties to be served.
 - 4.1.6. Notify other signatories if it is unable or unwilling to meaningfully participate in the activities described in this MOU.
 - 4.1.7. Operate in a manner that honors tribal sovereignty and self-determination.
- 4.2. **Required roles.** The following shall be responsible for each required component of this BHRN (OAR 944-001-0020(3)), and signatories shall seek to refer clients to other signatory entities as appropriate:

4.2.1. Clatsop Behavioral Healthcare (CBH) provides screening by Addiction Peer Support Specialist, Certified Recovery Mentor, Addiction Peer Wellness Specialist, or other addiction professional 24 hours a day, seven days a week, every calendar day of the year to each individual immediately upon first contact. During business hours screenings will be conducted at a CBH clinic. After hours Lines for Life will conduct telephone screenings via their 24/7 call center.

4.2.2 Clatsop Behavioral Healthcare provide(s) comprehensive behavioral health needs assessment, including a substance use disorder assessment by a certified alcohol and drug counselor or other credentialed addiction treatment professional within 24 hours of an individual’s request for assessment.

4.2.3 Clatsop Behavioral Healthcare (CBH) and Morrison Child and Family Services provide(s) peer-delivered outreach, supports, mentoring, and recovery services.

CBH has a team of six Recovery Mentors who actively engage in outreach services and supports to perspective and established clients. Lived experience Recovery Mentors provide case management, recovery services and peer-delivered outreach supportive services to anyone seeking assistance to address their substance use.

The Morrison Child and Family Services peer specialist will engage children and families who are referred to the BHRN for SUDs services.

Providence provides peer-delivered outreach, supports, mentoring, and recovery services. BOB program Outreach and Peer Support Specialists deliver peer and community outreach services and supports to people within the Clatsop County communities. Peers use their own lived behavioral health experiences, whether it be from previous houselessness, mental health or substance use issues, to help others that they work with. Outreach Specialists bring experience with case management to compliment the work of the peer in serving our most vulnerable community members. Using our Collaborative Community Approach Model, we focus working with our community partners by regular communication, co-locating services to serve our community members with needs and joint street outreach events.

4.2.4 Clatsop Behavioral Healthcare (CBH) and Clatsop County Department of Public Health provide(s) harm reduction services, information, and education.
The CBH Medically Assisted Treatment program is nonjudgmental in nature, all are welcome and accepted, with community outreach to people of color to include Asian-Island Pacific, Latinx and Native American populations. At the initial screening individuals are paired up with a certified peer recovery mentor. To increase consistent contact and increased safety the program provides help in connecting with Assurance Wireless for free cell phone service and Narcan. The MAT program uses a health-based approach to treat both opiate and alcohol SUDs. Following the initial assessment, if the individual needs admission to detox and residential treatment, the team helps facilitate the process. The treatment goal is 24-48 hours to see an Independently Licensed Medical Provider (ILP). The program maintains a harm reduction model which provides

weekly therapy, weekly treatment groups and UAs as required or needed to support recovery.

Clatsop County Department of Public Health will provide harm reduction services, information, and education. Public Health implements a weekly Syringe Service Program in three cities. The SSP distributes sterile needles on a one-for-one exchange basis, provides sharps containers for safe disposal, and offers community resource information and recovery resources. Other harm reduction supplies such as alcohol swabs, condoms, lube are made available. In addition, in partnership with Public Health's Overdose Prevention Program, Harm Reduction provides Naloxone product and training to those who utilize our SSP as well as community members, businesses, and law enforcement. In addition to these services, Clatsop County has included the purchase of an automated medication dispensing system which will enable safe and efficient MAT services for jail inmates with opioid use disorder. Providing this service will reduce jail recidivism and assist with treatment efficacy.

4.2.5 Clatsop Behavioral Healthcare provides low-barrier substance use disorder treatment and addiction recovery services as described in OAR 944-001-0020(3)(e). As the sole provider of these services for the Clatsop BHRN, CBH will accept all referrals from BHRN providers.

4.2.6 Clatsop Behavioral Healthcare (CBH), Clatsop Community Action (CCA), Iron Tribe Network (ITN), and Helping Hands Reentry Center (HHRC) provide flexible and low barrier housing for individuals who use substances that cause harm or have a substance use disorder.

CBH provides low barrier and recovery oriented transitional housing for singles, couples and transgender individuals. CBH also has a SUD permanent supportive housing program for single mothers with children.

CCA is the Clatsop Community Action program that is responsible for providing Emergency housing and emergency food programs. They manage the Coordinated Entry Program and oversee the county rental assistance subsidy programming. They provide housing case managers that coordinate housing services for the majority of affordable housing in Clatsop County.

HHRC provides emergency shelter and transitional housing programs for those in recovery. They have the majority of shelter beds in Clatsop County and provide employment opportunities for many of their participants.

ITN Housing is a co-ed environment, with single room occupancy which is good for families, singles, same sex couples and or transgender individuals. As they do not have to share rooms, every individual and family has a private living space. ITN community housing is safe, stable, and accountable housing. We expect to house at least 10-12 families or individuals annually. In our housing they will have a plan to achieve self-

identified goals during their stay. Housing expectance will be 6-9 months, while working with BHRN partners for SUD or BH treatment.

- 4.2.7 Clatsop Community Action and Clatsop Behavioral Healthcare provide rental assistance: Project-based vouchers, tenant- based vouchers, rapid-rehousing and eviction prevention, assistance for fair market rate and privately held housing, assistance attached to a development, assistance attached to wrap around services or assistance paid directly to individuals, any other types of rental assistance; rental assistance for single family and multifamily housing development, barrier busting assistance, including deposit funds, repairs, and landlord incentives, and mobile units, camping equipment, and campsites; assessing supports needed to maintain housing or remediation steps for those experiencing relapse in abstinence-only living environments.
- 4.2.8 Clatsop Behavioral Healthcare (CBH) and Clatsop County Department of Public Health work together to provide the following: employment, training and education; family counseling, parenting support and childcare; youth services; state and federal public benefits; assistance to address food insecurity; coordination with other local, county, and state agencies as appropriate, such as social services, child welfare, or corrections; referral and coordination with agencies providing services to those who have experienced physical abuse, sexual abuse, or other types of domestic violence; and primary care services, including primary pediatric care and immunizations for children of those seeking care.

As a BHRN partner, Clatsop County will participate in all network meetings and events to keep apprised of current community resources and referral pathways. Public Health has a MOU with Clatsop Behavioral Healthcare to formalize our partnership with their Prime Plus and other Peers. The Peers assist with Naloxone distribution and training and referrals to treatment and other community services. They are the key to engaging our Harm Reduction participants. We work closely with Clatsop Community Action and Helping Hands Re-entry program for housing and shelter options. A public health nurse attends each syringe service program and provides critical health screening and referral. Finally, participants at the syringe service program are provided a list of community resources and contact information. Participation in the BHRN partnership will ensure this is kept up to date.

- 4.2.9 All seven BHRN providers will attempt to locate expungement services or referrals to attorneys who will provide pro-bono expungement services to facilitate housing, employment, and receipt of other recovery services since there is not an Oregon Legal Aid program serving Clatsop County.
- 4.2.10. Clatsop Behavioral Healthcare will provide Supported Employment Services (SES) from the established SES program. BHRN grant funding will allow the hiring of a supported employment specialist who will provide services to referred BRHN clients.

4.2.11. The Clatsop BHRN providers *will assess* the need for, and provision of, mobile or virtual outreach services in accordance with ORS 430.389(2)(d)(E).] Each BHRN provider will screen and assess referred individuals to determine the services and supports that the individual wants and needs to successfully pursue and engage in their own recovery. This will include mobile and virtual outreach services provided by each provider.

4.3 **Workflow.** Signatories share the goal of ensuring uninterrupted and seamless service delivery, and they will adopt the following processes to accomplish that goal: The Clatsop BHRN providers will utilize clear and responsive communication within their own programming and between providers. Whether in the referral process or in on-going service coordination among providers, there will be point of contact staff at each agency assigned to manage the workflows of referrals and client coordination. Monthly BHRN meetings will review the workflow process and address any concerns or issues that interrupt seamless service delivery.

4.4 **Referrals.** Each signatory acknowledges that tightly linked referral pathways are necessary, and shall implement the following methods for transitioning and referring clients between signatory entities:

4.4.1.1. Obtain valid consent from clients prior to sharing their information with other signatories or providers, whenever required by law.

Referrals will be sent to point of contact staff for each BHRN partner. The receiving provider will acknowledge the receipt of the referral and following a review of the referral communicate the next steps and timeline associated with the identified service and/or supports being requested. The referring provider will inform the client of the referral status and assist in next steps to receive the referred services and supports. A warm hand-off between providers will assure the client is properly connected to the new provider and their associated services. For example, referrals for the Providence BOB program come internally from within the Providence organization through social work when patients are admitted to the hospital. The BOB program also receives referrals from community partners through secure email or telephone call. If there is a community need, the BOB Peer Support and Outreach Specialists will respond by attempting to find the person within the community wherever they are at. Because we serve the entire community to some degree, whether they are Providence patients or not, we have the flexibility to assist a variety of vulnerable people with needs.

4.5 **Minimum staffing.** To meet the minimum staffing required under OAR 944-001-0020(4),

4.5.1. Clatsop Behavioral healthcare shall maintain a certified alcohol and drug counselor or other credentialed addiction treatment professional on their staff;

CBH currently has six CADC clinicians and BHRN funding will provide one additional CADC clinician.

4.5.2. Clatsop Behavioral Healthcare shall maintain a case manager on their staff; CBH currently has ten case management positions; Providence shall maintain a case manager on its staff;

4.5.3 Clatsop Behavioral Healthcare shall maintain a Certified Addiction Peer Support or Peer Wellness Specialist or certified recovery mentors on their staff; CBH currently has five certified recovery mentors; Providence shall maintain a Certified Addiction Peer Support or Peer Wellness Specialist or certified recovery mentors on its staff.

4.5.4 Clatsop Behavioral Healthcare shall maintain an Addiction Peer Support and Addiction Peer Wellness Specialist Supervisor or Peer Delivered Services Supervisor on their staff. CBH currently has an Addiction Peer Support Supervisor.

4.6 **Service capacity monitoring:**

Each provider in the Clatsop BHRN will monitor their own service capacity and will initiate a waiting list if they reach capacity. Information on each provider's service capacity will be discussed at monthly BRHN meetings to see if additional or alternative services can be utilized to address the limitation in service capacity of that provider. If limitations in service capacity cannot be addressed within the Clatsop BHRN, the providers point of contact for OHA/OAC will contact the OHA BHRN coordinator to discuss possible options to expand their program's capacity.

For example, the Clatsop County Public Health Harm Reduction Program compiles weekly data on service recipients. We are currently initiating a comprehensive audit of our screening and data collection materials to ensure we are collecting the appropriate and correct information. As part of the BHRN, Public Health will contract with a data analyst to identify program efficiencies and challenges, including monitoring capacity. In addition, meetings with community stakeholders allow us to stay up to date on service capacity.

4.7 **Verification:**

Each Clatsop BHRN provider has policies and procedures in place for ensuring that consent to services is obtained by all participants engaging in their programming. Who and how consent is obtained varies by provider and verification of consent will be each provider's responsibility. Each provider will maintain their own record of those screened for services and will verify the completion of screenings via their existing quality assurance process.

4.8 **Communications:**

4.8.1. The Clatsop BHRN will direct all media or public requests addressed to the BHRN through the Clatsop County Public Information Officer(PIO). The Clatsop County PIO will contact specific BHRN providers for information related to the request that falls in their program area. Requests for information will be shared and discussed at the monthly BHRN meetings.

4.8.2 Each signatory shall designate in writing to all other signatories and to OHA an authorized representative who will be the primary point of contact and will coordinate and communicate with other signatories. The primary point of contact may delegate coordination and communication in writing. A signatory may change its authorized representative by written notice to other then-current signatories and OHA.

4.9 Reporting. Each Clatsop BHRN provider will be responsible for meeting the reporting requirements as established by the OHA/OAC BHRN coordinator. Collecting and maintaining data will be a function of each provider’s administration and will be done in the manner that best matches their program area. Reporting metrics will be shared discussed at each monthly BHRN meeting.

5.CHANGES TO THIS MOU. Signatories may agree from time to time to change this MOU. Any change must be agreed upon in writing by all then-current signatories, with a copy to be sent to OHA.

6. INTENDED BENEFICIARIES. Signatories who have executed this MOU are the only parties to this MOU. Nothing in this MOU provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to any third party, including any natural person or group of persons.

7. NO OBLIGATION AND NO TRANSFER OF RIGHTS. This MOU is not an obligation or commitment of funds for a basis of transfer of funds. This MOU does not create any contractual obligation or commitment by any signatory or other person. This MOU does not create, transfer, or grant any rights in data, works of authorship, or other intellectual property.

8. COSTS AND EXPENDITURES. Each signatory’s expenditures in support of the activities described in this MOU are subject to its respective budget processes and approvals.

9. DISPUTE RESOLUTION. Disagreements between two or more signatories arising under or relating to this MOU will be resolved by consultation between them, and as necessary referral of the dispute to appropriate management officials of the signatories. If the dispute is unable to be resolved, which may include a change to this MOU, a signatory may withdraw its participation in accordance with this MOU. Signatories acknowledge that failure to maintain an MOU with other participants in the BHRN may have consequences under OAR 944 Div 001 or their agreement(s) with the state of Oregon.

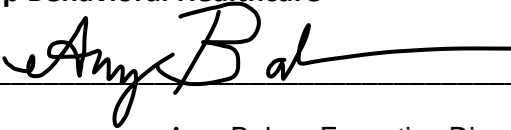
10.COUNTERPARTS. This MOU may be executed in several counterparts, all of which when taken together constitute one document, notwithstanding that each signatory has not signed the same counterpart. Each copy of the MOU so executed constitutes an original. An electronic signature is deemed to be an original signature.

11. SIGNATURES. Each signatory represents that the individual signing below on its behalf is

Clatsop County BHRN MOU Agreement

authorized to act on its behalf, and the individual named below as the signatory's point of contact is authorized to act on behalf of signatory as described in this MOU.

Name of Signatory 1: Clatsop Behavioral Healthcare

Signature & Date 

Printed Name and title Amy Baker, Executive Director

Point of Contact: Ben Paz

Printed Name and title Ben Paz, Intensive and Outpatient Services Director

Mailing Address 65 N. Highway 101, Suite 204, Warrenton, OR 97146

Telephone and email 503-325-5722 benp@clatsopbh.org

Name of Signatory 2: Clatsop County Department of Public Health

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

Name of Signatory 3: Clatsop Community Action

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

Name of Signatory 4: Helping Hands Reentry Center

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

Name of Signatory 5: Providence Seaside Hospital Foundation

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

Name of Signatory 6: Iron Tribe Network

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

Name of Signatory 7: Morrison Child and Family Services

Signature & Date _____

Printed Name and title _____

Point of Contact: _____

Printed Name and title _____

Mailing Address _____

Telephone and email _____

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2023-24 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated)
grant revenue from the Oregon Health Authority)
for Contract 177471-1, per ORS 294.338)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue;

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 13th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A

2023-24 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>		<u>INCREASE</u>	<u>DECREASE</u>
Behavioral Health Resource Network (BHRN)			
BHRN Grant Revenue	007/4168/81-4508	\$ 22,050	
BHRN Grant Expense	007/4168/82-2549	\$ 22,050	

Comment: OAC/OHA IGA 177471-1 is a total of \$333,768.26 and is outlined in the Agenda Item Summary. We are requesting the above referenced as budget appropriation adjustments for FY23/24.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Intergovernmental Agreement #180004 Amendment #4 between Oregon Health Authority (OHA) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2024.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve Amendment #4 under Intergovernmental Agreement #180004 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health and approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 for a total of \$17,930.00 (rounded).

Informational Summary: Operation of the Public Health Department is primarily funded by the OHA Public Health contract, program fees, General Fund support and other private and governmental grants.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Public Health Agencies. This Agreement in the amount of \$577,160.22 covers those Program Elements administered by the Local Public Health Department.

Amendment #4 awards rollover of unspent FY22/23 funds to FY23/24 for the following Program Elements:

- 1) PE01-10 OIP-CARES = \$182,143.25
- 2) PE10-02 STD = \$30,638.47
- 3) PE13 TPEP = \$129,873.00
- 4) PE51-03 ARPA = \$110,527.19
- 5) PE51-05 CDC PH Infrastructure = \$23,880.31

This Amendment also awards new funding for:

- 1) PE62 Overdose Prevention = \$100,098.00

At the time the Clatsop County Public Health budget was prepared for FY23/24, the State of Oregon, acting by and through its Oregon Health Authority, had not released this Amended Agreement which awards for the first fiscal year (July 1, 2023 through June 30, 2024) of the Biennium. As such, one Program Element (PE62) was awarded more than the CCDPH budgeted amount by a total of \$17,925.00 which is summarized in Schedule "A".

Requested Action:

Approve the budget adjustment for \$17,930.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the County Manager to sign Amendment 4 of IGA 180004 between OHA and Clatsop County Department of Public Health.

Attachment List

- A. Copy of Intergovernmental Agreement 180004-4 for a total of \$577,160.22
- B. Resolution and Order
- C. Schedule "A" Appropriation adjustments

Agreement #180004



**FOURTH AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fourth Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clatsop County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on October 1, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. **Signatures.**

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: Don Bohn

Title: County Manager

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609	2) Issue Date Sunday, October 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$51,752.00	\$0.00	\$51,752.00
PE01-10	OIP - CARES	\$0.00	\$182,143.25	\$182,143.25
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$74,232.00	\$30,638.47	\$104,870.47
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$74,351.00	\$0.00	\$74,351.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$305,374.86	\$129,873.00	\$435,247.86
PE27-04	PDOP Naloxone Project (SOR)	\$46,000.00	\$0.00	\$46,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$107,623.00	\$0.00	\$107,623.00
PE40-01	WIC NSA: July - September	\$40,640.00	\$0.00	\$40,640.00
PE40-02	WIC NSA: October - June	\$121,926.00	\$0.00	\$121,926.00
PE40-05	Farmer's Market	\$1,937.00	\$0.00	\$1,937.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,107.00	\$0.00	\$2,107.00
PE42-04	MCAH Babies First! General Funds	\$6,735.00	\$0.00	\$6,735.00
PE42-06	MCAH General Funds & Title XIX	\$3,952.00	\$0.00	\$3,952.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11	MCAH Title V	\$21,479.00	\$0.00	\$21,479.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$12,544.00	\$0.00	\$12,544.00
PE46-05	RH Community Participation & Assurance of Access	\$17,301.11	\$0.00	\$17,301.11
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$22,600.00	\$0.00	\$22,600.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$359,640.00	\$0.00	\$359,640.00
PE51-03	ARPA WF Funding	\$12,435.00	\$110,527.19	\$122,962.19
PE51-05	CDC PH Infrastructure Funding	\$41,018.31	\$23,880.31	\$64,898.62
PE62	Overdose Prevention-Counties	\$21,347.00	\$100,098.00	\$121,445.00
		\$1,346,512.10	\$577,160.22	\$1,923,672.32

Footnotes and Comments on following pages.

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.

Comments on following page.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-10	10/2023: rollover unspent SFY23 funds of \$182,143.25
PE10-02	10/2023: rollover unspent SFY23 funds of \$30,638.47
PE12-01	8/2023: \$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2023: rollover unspent SFY23 funds of \$129873 9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE27-04	7/2023: FY24 funds available 7/1/23-9/29/23 only.
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$8,128 must spent on Nutrition Ed; \$1,182 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$24,385 must be spent on Nutrition Ed, \$7,432 on BF Promotion.
PE40-05	10/2023: Prior Comment dated 7/2023 Null and Void. 7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE44-01	8/2023: SFY24 Amendment - Clatsop Declined SBHC Program PE44-01
PE51-03	10/2023: rollover unspent SFY23 funds of \$110,527.19
PE51-05	10/2023: rollover unspent SFY23 funds of \$23,880.31 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funding total is split over 60 months for the period of 12/1/22-11/30/27.
PE62	10/2023: Additional funds of \$100,098 available 9/1/23-6/30/24. 7/15/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. SFY24 Award - 7/15/2024: Funds available 7/1/23-8/31/23 only. 7/2023: FY24 funds available 7/1/23-9/29/23 only.

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-10 OIP - CARES

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	08/05/21	03/31/21
Budget Performance Period:	7/1/2023-6/30/2024	7/1/2023-6/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.268	93.268
CFDA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	38,110,851	38,627,576
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.64	17.64
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	53120	53856
Index:	50404	50404

Agency	UEI	Amount	Amount	Grand Total:
Clatsop	F1HMUWL4TKL5	\$77,793.25	\$104,350.00	\$182,143.25

PE10-02 Sexually Transmitted Disease (STD)

Federal Award Identification Number:	NH25PS005149
Federal Award Date:	07/13/23
Budget Performance Period:	01/01/2023-01/31/2024
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$3,501,895.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Clatsop	F1HMUWL4TKL5	\$104,870.47	\$104,870.47

PE51-03 ARPWF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	10/05/22
Budget Performance Period:	07/01/2021-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Jaime Jones
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Clatsop	F1HMUWL4TKL5	\$122,962.19	\$122,962.19

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	
Budget Performance Period:	12/1/2022-11/30/2023	12/1/2023-11/30/2024
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$30,054,888
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	50297	TBD
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Clatsop	F1HMUWL4TKL5	\$40,971.27	\$23,927.35	\$64,898.62

PE62 Overdose Prevention-Counties

Federal Award Identification:	H79TI085732	NU17CE010191	NU17CE925018
Federal Award Date:	09/23/22	08/23/23	08/10/22
Budget Performance Period:	9/30/22 - 9/29/23	9/1/23-8/31/24	9/1/21-8/31/23
Awarding Agency:	SAMHSA	CDC	CDC
CFDA Number:	93.788	93.136	93.136
CFDA Name:	Opioid STR	Injury Prevention and Control Research and State and Community Based Programs	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	\$15,474,271	3854849	5729305
Project Description:	Oregon SOR 3 grant	Overdose Data to Action in States	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Tiffany Clayton	Janelle Vallardes	Janelle Valladares
Indirect Cost Rate:	3.13%	18.06	352078
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	82446	52125	52261
Index:	87850	50339	50339

Agency	UEI	Amount	Amount	Amount	Grand Total:
Clatsop	F1HMUWL4TKL5	\$16,684.00	\$100,098.00	\$4,663.00	\$121,445.00

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2023-24 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated)
grant revenue from the Oregon Health Authority)
for Contract 180004 Amendment #4, per ORS)
294.338)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue;

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 13th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chair

Schedule A

2023-24 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>		<u>INCREASE</u>	<u>DECREASE</u>
Overdose Prevention (PE62)			
Overdose Prevention Rev	007/4168/81-5203	\$ 17,930.00	
Program Asst II Exp	007/4168/82-1185	\$ 17,930.00	

Comment: OHA IGA 180004 Amendment 4 is a total of \$577,160.22 and is outlined in the Agenda Item Summary. We are requesting the above referenced as budget appropriation adjustments for FY23/24.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Youngs Bay Net Pen Gangway Replacement Construction Contract with Bergerson Construction.

Category: Consent Calendar

Presented By: Terry Hendryx, Interim Public Works Director

Issue Before the Commission: Approval of a contract with Bergerson Construction, Inc. for the replacement of the Youngs Bay Net Pen Gangway.

Informational Summary: The Select Area Fisheries project is a well-established cooperative program between the Oregon Department of Fish and Wildlife, Washington Department of Fish and Wildlife, Bonneville Power Administration and Clatsop County Fisheries that strives to deliver quality commercial and recreational salmon fishing opportunities in a setting that maximizes the return of hatchery production into fisheries. As part of the program Clatsop County Fisheries owns and operates five established net pen facilities located in the lower Columbia River off-channel areas. There is a yearly production goal to release 7,015,000 salmon smolts from these sites for commercial harvest in the Select Area Fishing zones. The original wooden gangway that provided access to the County's net pens located at the Yacht Club site was destroyed on December 27th by a combined high tide and severe winds. This project will replace the previous wood piles and wood gangway with steel piles to support a 6' wide aluminum gangway to connect the shore to the Clatsop County Net Pens, as well as to give access to the moorage of part of the gillnet fleet that utilizes that site. This project was declared an emergency in December of 2022.

Fiscal Impact: The proposed cost of the gangway installation is \$305,454.00. The gangway itself will be purchased from a separate company and installed by Bergerson Construction. The total cost of the project is estimated at approximately \$1.2 M and the costs will be shared equally with the City of Astoria. The County will be utilizing tourism funding for its portion of the project.

Requested Action:

Approve the contract with Bergerson Construction in the amount of \$305,454.00 and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract with Bergerson Construction

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8592

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Bergerson Construction Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$305,454.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform by November 30, 2024, inclusive, the following specific services:

- A. The Work: Provide all materials, labor, equipment and incidentals to perform all work shown on the drawings and described in the specifications for the project. All work to be done in accordance with the permits for the project and per the Bid Proposal identified as Attachment A.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous:
 - 1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
 - 2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
 - 3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
 - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe

the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the

project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
 - p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.
4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.
6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.
7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.
9. **Termination of Agreement.** This Agreement may be terminated under the following

conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.
11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.
14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.
15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and

no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ *(Approved by County Counsel)*

(Comments)

(Contractor's Initials)_____

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Gregory A. Morrill Nov. 29, 2023

Signature Date

Gregory A. Morrill

Printed Name

President

Title

Digitally signed by Gregory A. Morrill
DN: c=US, e=gimorrill@bergerson-const.com,
ou=Bergerson Construction, Inc., OU=Ownership,
cn=Gregory A. Morrill
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2023.11.29 15:20:02-0800

Contractor Address: PO Box 387 Astoria, OR 97103

Attachment A

Scope of work

Objective

Replace a public pier that was destroyed during a storm event December 27th, 2022.

Execution

The pier shall be completely rebuilt utilizing new components.

This project is located in Youngs Bay and is tidally influenced. Portions of the project can only be accomplished during high or low tides. Consideration of tides and tide levels must be accounted for during project planning and scheduling.

Contractor is responsible for communicating with the gangways, piers, and dock manufactured to scheduling the delivery, offloading, and installation of said items.

Contractor is responsible for communicating and working with all necessary utility companies.

The following documents & drawings hereby form a part of this contract.

1. Clatsop County & City of Astoria Yacht Club Pier Replacement Project plan set.
2. Documents provided by pier and gangway manufacture.
3. Youngs Bay Net Pens Gangway Replacement Geotechnical Investigation Report.

The work to be done under this contract consists of the following:

- Provide all equipment, material, and labor to complete the contract as specified herein.
With the exception of the following:
 1. The manufacturing of the aluminum gangways, piers, and dock.
 2. Materials and the installation of materials related to the piling and sign/silhouette at bent 1.
 3. All project related land surveying. Surveying shall be provided by County crews. The contractor must give the County one week notice for survey related needs prior to and during construction.
- Construct shore end concrete abutment, including all necessary excavation, form and iron work, concrete finish work, and backfilling. The area around the abutment shall be backfilled with compacted 3/4"-0" crushed aggregate. The bay side of the abutment shall be armored with clean 4"-6" rock. Payment quantities for concrete and rock shall be based on amount utilized and truck ticket tonnage.
- Remove 16 timber piling as project mitigation. Piling to be removed shall be identified by the County. Removed piling shall be retained by Clatsop County and placed on upland near the reconstructed pier by the contractor or loaded onto County vehicles by the contractor at an agreed upon time and location.
- Install piling at bents 2 through 5 and dock piling (total of 10 piling, 8 pier pile 80' long and 2 dock pile at 100' long). Any undriven or cutoff pile sections shall be retained by Clatsop County and placed on upland near the reconstructed pier by the contractor or loaded by the contractor onto County vehicles at an agreed upon time and location.

- Install pile top plates and pile caps.
- Install all gangways, pier sections, and transition ramps per manufacturers specifications.
- Install (white) anti-perch caps on dock piling and provide two of the same caps to the County.
- Preconstruction meeting is required two (2) weeks prior to proceeding with work.
- Contractor must provide a schedule of the repair procedure at the time of or before the preconstruction meeting.
- All work will be consistent with design and drawings provided by County and must pass inspection by County Engineer or designee.
- All erosion, sediment, and pollution control devices necessary shall be provided and maintained by the contractor.
- All BMPs shall meet ODOT standards for bridge repair and maintenance.
- All welders to be certified in accordance with AWS D1.1.
- Contractor will comply with Federal, State and County regulations, including 401 Clean Water Act, SLOPES V Transportation, and Endangered Species Act.
- Contractor will guaranty all work for two years from date of completion.
- Performance, ^{and} payment ~~and bid~~ bonds required.
- Follow ODOT Best Management Practices for Bridge Repair and Maintenance ODOT web site:
 - http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/docs/research-roadside_maintenance_manual.pdf?ga=t

Materials

- Pile – 16” diameter x 1/2” wall thickness, ASTM A252 grade 3 ERW or approved equivalent
- Pile Caps – HP14x89 ASTM A572-50 or approved equivalent
- Pile Top Plate – 3/4” thick, A36 steel
- Pile cap stiffeners – 1/2" thick A36 steel
- Welding Wire – Coreshield 8 or approved other
- Crushed Aggregate – 3/4”-0”
- Armor Rock – 4”-6”
- Geotextile Woven Fabric – 200lbs tensile strength minimum
- Rebar – 5/8” (#5)
- Concrete – 4000psi

Safety

- Contractor will comply with all OSHA safety guidelines.

Contact List

Public Works Director	Terry Hendryx	503-325-8631
County Engineer	Dean Keranen	503-325-8631
Engineering Technician	Ben Brown	503-325-8631
Astoria Dispatch		503-325-2601
MEDIX Ambulance		503-861-5554

**Bid Schedule
Yacht Club Pier Replacement Project**

Item #	Description	Quantity	1 Unit Price	Total Price
1	Mobilization pile installation	Lump Sum	\$40,500.00	\$40,500.00
2	Mobilization pier, gangway, & dock installation	Lump Sum	\$22,840.00	\$22,840.00
3	Remove existing timber pile	16 EA	\$755.00	\$12,080.00
4	Furnish steel pile	840 LF	\$92.00	\$77,280.00
5	Install steel pile	10 EA	\$4,100.00	\$41,000.00
6	Pile top plate installed	8 EA	\$775.00	\$6,200.00
7	H beam pile caps installed	4 EA	\$5,100.00	\$20,400.00
8	Shore end abutment installed	Lump Sum	\$44,800.00	\$44,800.00
9	Install gangways, pier sections, & dock	Lump Sum	\$26,700.00	\$26,700.00
10	3/4"-0" aggregate delivered to site	48 TN	\$52.00	\$2,496.00
11	4"-6" clean rock delivered to site	12 TN	\$59.00	\$708.00
12	4000 PSI concrete delivered to site	10 CY	\$305.00	\$3,050.00
13	Pollution control	Lump Sum	\$4,800.00	\$4,800.00
14	Erosion control	Lump Sum	\$2,600.00	\$2,600.00

Bidder Name: Bergerson Construction, Inc.

Total: \$ 305,454.00

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Agreement between IZO Inc (IZO) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health (CCDPH), for the Biennium July 1, 2023 through June 30, 2025.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve the Agreement between IZO Inc (IZO) and Clatsop County Department of Public Health for a (not to exceed) total of \$63,000.00.

Informational Summary: In September 2022, Oregon counties were notified of an allocation of Measure 108 tobacco tax revenues to address commercial tobacco use inequities and develop or enhance community-based partnerships. Clatsop, Columbia and Tillamook public health departments' Tobacco Prevention and Education Programs (TPEP) are collaborating to use a portion of the funding on unified messaging for a regional communications campaign to advance tobacco use prevention efforts, especially vaping, and increase access to certified cessation services.

The anticipated impacts of this unified campaign are increased access to information on tobacco prevention and cessation resources for the region's Latinx populations and reduced health disparities related to tobacco/nicotine use. The coordinated effort will provide a culturally specific and linguistically appropriate youth prevention campaign on vaping and tobacco/nicotine. The bi-cultural and bi-lingual media production organization, IZO Inc, will develop the media campaign in Spanish and English.

Clatsop County is the acting "fiscal agent" for the IZO contract with Columbia and Tillamook counties contributing funding.

Fiscal Impact: The 2023 – 2024 FY impact would be a maximum expenditure of \$53,000.00 for media development and media buys for the tri-county

region. The 2024-2025 FY impact would be a maximum expenditure of \$10,000.00 for media buys for Clatsop County. This contract is valid from date of execution through June 30, 2025.

See IZO Statement of Work (attached).

Columbia County Public Health will contribute up to \$15,000.00 toward this campaign while Tillamook County Community Health Centers has contributed \$10,000.00 (refer to IGA C6-2023 – attached). CCDPH will provide the balance for the campaign as the acting “fiscal agent” through Measure 108 and PE13 Tobacco Prevention and Education Program funding.

Requested Action:

Authorize the County Manager to sign the Agreement for a not to exceed amount of \$63,000 and any amendments between IZO Inc and Clatsop County Department of Public Health.

Attachment List

- A. Copy of Agreement for a total of \$63,000.00
- B. IZO Statement of Work
- C. TPEP Regional IGA C6-2023



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **IZO Inc.** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$63,000.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and **June 30, 2025**, inclusive, the following specific personal and/or professional services:

Attachment: IZO Scope of Work

Payment Terms: up to \$63,000.00 on or before June 30, 2025

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as

provided in ORS 279B.235.

- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or

otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Anthony Veliz 11/28/2023

Signature Date

President

Title
255 N. Arney Rd. Suite 230

Address
Woodburn, OR 97071

City State Zip

The background is a solid blue color with a repeating pattern of various geometric shapes in a lighter shade of blue, including circles, rectangles, triangles, and semi-circles. In the center of the page, the word "izo" is written in a bold, lowercase, sans-serif font. The letter "i" is a bright green color, while the letters "z" and "o" are a slightly darker shade of green.

izo

North Coast PH group 2022

Statement of Work

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Summary

Izo proposes to develop a culturally specific and linguistically appropriate communication campaign about Youth prevention on vaping and tobacco/nicotine. Izo has extensive experience reaching communities across the state of Oregon. Our campaign work to include educating communities and informing them about the resources and services available to them. Izo has the community relationships and networks to educate youth living in Clatsop, Columbia, and Tillamook counties, especially our most vulnerable communities.

Goal

Create awareness on the harmful effects of vaping and the usage of tobacco/nicotine.

Phased Campaign Approach

Phase 1

Definition/Planning Phase

Phase 2

Design and production.

Phase 3

Strategy Implementation

Phase 1

Definition/Planning Phase

- Review programs goals, messaging, key activities. Discuss goals as a team and with stakeholders and write these goals and how messages will help reach those goals. Write out as part of the communications and marketing plan.
 - At this stage of the project goals are planned out. Review Attachment B “Information for Communities”.
- Message planning. Define what needs to be said and how.
 - Review messages and goals, define the format to best deliver messages based on audience needs.
 - Does the message require a visual? Would a video allow you to convey the message more personally?
 - Are there audiences who may not read their native language very well?
 - Would an audio message be the preferred form of communication? Planning frequency across the communication strategy allows you to ensure your messages will be heard and retained by your target audience.

Phase 1

Definition/Planning Phase

- Audience
 - Who are we talking to? Take into account language, geographic locations, demographics, behaviors, audience insights. Define what each audience actually needs. The needs of each audience group will define how to best communicate and this may differ depending on the audience group.
- Measurement and refinement.
 - Define how to measure how messages are resonating and if needed be able to refine messages, format, or channels quickly when adjustments are needed from learnings or audience insights.
- Share strategy framework and content ecosystem.
 - Strategy framework to include a strategic plan for distribution of the materials described in this General Requirements Section with an emphasis on culturally sensitive and responsive outreach.

Phase 2

Design and production.

- Produce creative in the formats outlined in the strategy framework. Throughout the design and production process Clatsop, Columbia, and Tillamook are invited to participate in the design of materials. Izo to provide information and updates throughout the process.

Phase 3

Execute the strategy.

- Strategies include advertising on media such as radio, social media and other appropriate communication channels. Connect with community based organizations (PODER) and supporting them in activities that will help get the message across and achieve the awareness goals. Connect with media, reporters, and other media outlets and pitch the PSA's for distribution among their listeners. Izo's relationships with many organizations throughout Oregon through the Oregon Latinx Leadership Network (PODER) can be leveraged to help create awareness within micro communities throughout Oregon.

Service Costs

Task	Deliverable	Cost
<p>Research & Discovery Meet with subject matter experts to learn about past and more recent efforts and campaigns in the region. Review resources on what works, challenges and gain insights.</p>	<p>Deliverable: Document outlining findings.</p>	<p>\$3,000</p>
<p>Strategic Planning</p> <ul style="list-style-type: none">• Messaging Campaign timeline.• 1 message is for youth, 1 message for caregiver, 1 message for general community• Marketing Plan & Creative Direction	<p>Deliverable: Document outlining communication plan and activities. Schedule outlining project plan and communication plan.</p>	<p>\$5,000</p>
<p>Social Media Strategy</p> <ul style="list-style-type: none">• Media planning, media strategy, ad buying and placement. Campaign management, ad optimization, analytics, and monthly reporting.• Monitor and respond to social media messages/comments/shares/ads in Spanish.	<p>Deliverable: Document with Social media strategy with direction for Spanish & English language content.</p>	<p>\$4,000</p>

Service Costs

Task	Deliverable	Cost
<p>Radio PSA Design and Develop one (PSA) Radio recording in Spanish. (One round of revisions and edits included, additional rounds may be requested).</p> <p><i>*Additional rounds of edits are billed at \$500 per additional round.</i></p>	<p>Deliverable: 1 Radio in spanish between 15 seconds or 30 seconds</p>	<p>\$1,500</p>
<p>Video PSA(Spanish) Design and Develop one (PSA) video recording in Spanish. (One round of revisions and edits included, additional rounds may be requested).</p> <p><i>*Additional rounds of edits are billed at \$500 per additional round.</i></p>	<p>Deliverable: 1 Video in spanish (30 second)</p>	<p>\$4,000</p>
<p>Video PSA (English):</p> <ul style="list-style-type: none"> ● Translate/transcreate video script ● Record voice over ● *If appropriate, add captions to the video. ● Create needed versions for all communication channels. <p>*Cost for recording an entirely separate English language PSA. \$3,000</p>	<p>Deliverable: Video ready files along with srt files and packaged video files in appropriate formats.</p>	<p>\$1,000</p>

Service Costs

Task	Deliverable	Cost
Brand style guide for campaign: Develop a culturally specific and linguistically appropriate brand style guide for Campaign.	Deliverable: PDF Document color pallet/imagery /graphics tone and style of all the creative for the campaign	\$2,500
Social Media: Design and develop graphics and written messaging designed explicitly for social media that communicate the information of the Campaign. <ul style="list-style-type: none">- 9 social media sets- Languages included Spanish & English. (One round of revisions included)- PODER social media Services	Deliverable: 18 social media Sets (Spanish & English) One set includes artwork and copy.	\$8,000

Service Costs

Task	Deliverable	Cost
Admin. Project Management	Deliverable: Present/update Clatsop, Columbia, and Tillamook counties as needed. Manage project from beginning to end.	\$10,000
Transcreation of all Spanish copy	Deliverable: All spanish deliverables will be transcreated to English so client can review.	\$2,500
Final Report	Deliverable: Report of ads placed/media buys, social media analytics, and reach.	\$1,500
		Estimate: \$43 ,000

Paid Media	
Media planning, media strategy, ad buying and placement. Campaign management, ad optimization, analytics, and monthly reporting.	Project based (range of \$1k - 10k in services)
> Ad Buy (optional): YouTube	(Recommended ad buy \$750-\$1,500 per month)
> Ad Buy (optional): Television	(Recommended ad buy \$1,500-\$2,500 per month)
> Ad Buy (optional): Radio	(Recommended ad buy \$750-\$2,000 per month) *Depends on radio stations selected and locations.
> Ad Buy (optional): Print	(Recommended ad buy \$400-\$900 per month)
> Ad Buy (optional): Social Media	(Recommended ad buy \$900-\$2,500 per month)

> Ad Buy (optional): Public Transportation/Signs (OOH)	(Recommended ad buy \$1,000-\$5,000 per month)
> Ad Buy (optional): Billboards	(Recommended ad buy \$750-\$5,000 per month) *based on billboard location.
> Ad Buy (optional): Digital - (Google Display Ads)	(Recommended ad buy \$750-\$2,500 per month)

Thank you

For any questions, contact:

Anthony Veliz | aveliz@izomarketing.com

Damian Espinoza | damian@izomarketing.com

C6-2023

INTERGOVERNMENTAL AGREEMENT
by and between
Clatsop County, Tillamook County and Columbia County
for Tobacco Prevention and Education Program (TPEP) Services

This Agreement is made by and between Clatsop County, a political subdivision of the State of Oregon, Tillamook County, a political subdivision of the State of Oregon and Columbia County, a political subdivision of the State of Oregon (collectively, the "Parties").

WHEREAS, Parties are authorized under the provisions of ORS 190.003 to 190.030, and ORS 203.035, to enter into intergovernmental agreements for the performance of any and all functions that they have authority to perform; and

WHEREAS, The Parties have each received funding from Ballot Measure 108 tobacco tax revenues ("TPEP Revenue") to address commercial tobacco use inequities and develop or enhance community partnerships, including with community-based organizations that received new public health funding through Oregon Health Authority (OHA); and

WHEREAS, such funds must be spent by June 30, 2023; and

WHEREAS, The Parties acknowledge the following:

- Youth vaping rates in Oregon and in the North Coast region are steadily increasing as youth continue to access e-cigarettes, and Latino/a/x youth are often more likely to be susceptible to vaping;
- E-cigarettes continue to be a health concern due to the risks of addiction, cognitive and emotional impacts, and lung damage, which can be especially detrimental in youth and adolescents. Targeted advertising by the e-cigarette industry puts youth at higher risk for initiating use;
- Oregon's North Coast region is unique in its rurality and differs from other rural areas throughout the state;
- The Parties are collectively committed to health equity and the inclusion of bilingual materials and effective messaging for Latino/a/x community members;
- By collaborating on unified messaging for a regional communications campaign to advance efforts in reducing tobacco use, especially vaping, and increase access to certified cessation services, the Parties expect to have a larger impact than by developing messaging separately;
- The anticipated impacts of this unified campaign are increased access to information on tobacco prevention and cessation resources for the region's

Latinx populations and reduced health disparities related to tobacco/nicotine use; and

WHEREAS, The Parties desire to collaborate on a coordinated effort to provide a culturally specific and linguistically appropriate communication campaign about youth prevention on vaping and tobacco/nicotine.

NOW THEREFORE, Parties hereby agree, as follows:

1. Program. The purpose of this IGA is to form a collaborative Tobacco Prevention and Education Program (hereafter "TPEP") team comprised of Tillamook, Clatsop, and Columbia County Public Health representatives (the Parties) to address shared regional concerns, ideas, and plans pertaining to tobacco use including but not limited to messaging/marketing/communication, prevention education campaigns, and shared strategies. For the fiscal year 2023, the Parties will carry out a Tobacco Prevention Education Campaign (hereafter the "Campaign") for youth vaping prevention and cessation. The Campaign will be carried out in part by Clatsop County through a contractor selected by Clatsop County with input from the Parties with izo (hereafter known as "Contractor").
2. Parties agree to the following:
 - 2.1 Commit to attending and participating in bi-weekly meetings with other County TPEP representatives pertaining to the Campaign and other collaborative TPEP projects.
 - 2.2 Commit to attending and participating in bi-weekly meetings with Contractor pertaining to the Campaign for youth vaping prevention as defined in the "Scope of Work" for Contractor, attached as Exhibit A.
 - 2.3 Contribute funds toward the Campaign payable to Clatsop County Public Health in two equal payments as set forth in Sections 4.1 and 5.2, herein.
 - 2.4 Review quarterly budget and progress reports provided by Clatsop County to ensure timely implementation of the Campaign.
 - 2.5 Provide and review reports on media placement analytics.
 - 2.6 Submit timely required written project updates and reports to Oregon Health Authority.
3. Clatsop County agrees to:
 - 3.1 Coordinate contract negotiations and execution, payments, and Contractor compliance.
 - 3.2 Provide reports on project progress and expenditures to the Parties of this Agreement.

3.3 Contribute \$18,000 toward the development of the Campaign, \$10,000 of which will be contributed to the shared cost of Campaign development, and \$8,000 toward county-specific media placement purchasing through Contractor.

3.4 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Clatsop County's OHA liaison.

4. Columbia County Agrees to:

4.1 Contribute \$15,000 toward the Campaign payable to Clatsop County Public Health in two payments of \$7,500 each; one due on March 1, 2023 and the second payment due June 30, 2023 consistent with invoices provided by Clatsop County. \$10,000 of this will be contributed to the shared cost of Campaign development, and \$5,000 this contribution will be used for county-specific media placement purchasing through izo.

4.2 Create and distribute ongoing meeting invitations for bi-weekly check-ins between county TPEP representatives.

4.3 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Columbia County's OHA liaison.

5. Tillamook County agrees to:

5.1 Create and distribute meeting invitations, agendas, and notes for bi-weekly meetings with Contractor for the first six months of this Agreement.

5.2 Contribute \$10,000 toward the Campaign payable to Clatsop County Public Health in two payments of \$5,000 each; one due on March 1, 2023 and the second payment due June 30, 2023 consistent with invoices provided by Clatsop County. This funding will be contributed to the shared cost of Campaign development.

5.3 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Tillamook County's OHA liaison.

6. Personnel. No employees will be transferred pursuant to this Agreement. Clatsop County is hereby engaged under this Agreement as an independent contractor.

7. Term. This Agreement shall be effective when signed by the parties and shall expire on June 30, 2023, unless sooner terminated as provided herein.

8. Termination. Either party may terminate this Agreement for convenience upon 30-days' advance written notice to the other party. Funds due to Clatsop County for payment to Contractor prior to the termination date shall continue to be due and payable.

9. Indemnity/Hold Harmless. Each Party agrees to indemnify and hold harmless the other Parties, from and against all third-party claims, suits, actions, damages,

costs, losses and expenses in any manner resulting from, arising out of, or connected to the indemnifying Party's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by such Party. This obligation is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution.

- 10. Insurance.** Each Party shall maintain comprehensive general liability and property damage insurance or self-insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed pursuant to this Agreement.
- 11. Method and Place of Giving Notice.** Unless otherwise expressly stated herein all notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail to the following person at the addresses so indicated:

FOR CLATSOP COUNTY:

Scott Huddleston
820 Exchange Street, Suite 100
Astoria, Oregon 97103

FOR COLUMBIA COUNTY:

Suzanne Beaupre
230 Strand Street
St. Helens, Oregon 97051

FOR TILLAMOOK COUNTY:

Irene Fitzgerald
PO Box 489
Tillamook, Oregon 97141

And when so addressed shall be deemed given upon deposit into the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

- 12. Mediation.** In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or a mediator agreed to by the Parties as soon as practicable after the dispute arises and preferably before commencement of litigation of any permitted arbitration.
- 13. Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.
- 14. Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

15. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

16. Merger. This Agreement represents the entire agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.

17. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed in two counterparts.

DATED this 25 day of January, 2023.

CLATSOP COUNTY

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
County Manager

By: [Signature]
Casey Garrett, Chair

Date: _____

Date: January 25, 2023

Approved as to form

Approved as to form

By: _____
Clatsop County Counsel

By: [Signature]
Columbia County Counsel

Dated this 18th day of January, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON


Erin Skaar, Chair

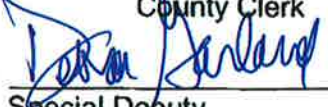
Aye Nay Abstain/Absent


Mary Faith Bell, Vice-Chair


David Yamamoto, Commissioner

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: 
Special Deputy


William K. Sargent,
County Counsel

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Subrecipient Funding Agreement – LiFEBoat Services
Balance of State - State of Emergency Due to Homelessness

Category: Consent Calendar

Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Approve the subrecipient funding agreement with LiFEBoat Services to provide services identified through the Intergovernmental Grant Agreement with the State of Oregon acting through Oregon Housing and Community Services (OHCS) Department for the balance of the state funding in response to the state of emergency due to homelessness.

Informational Summary: On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, OHCS was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 – Oregon Balance of State (BOS) Continuum of Care and for the administration of support relating to these objectives. OHCS will support such communities in deploying these funds, including but not limited to support pursuant to the proposed agreement, in a coordinated effort to accomplish the following objectives:

1. Increase shelter capacity, quality, and utilization in the BOS region by 100 beds and;
2. Rehouse at least 450 households experiencing unsheltered homelessness in BOS areas

Clatsop County and our community partners through the MAC group prioritized these efforts for our community based on the guidelines presented by OHCS, the ask submitted based on the community needs was \$8,053,840. Of this request Clatsop County has been allocated

\$3,836,732.32 to address our community needs, approximately \$2.5M for shelter beds and \$1.3M for rapid re-housing.

Staff is asking that your Board approve the subrecipient funding agreement with LiFEBoat Services in the amount of \$1,250,000 to provide shelter beds through June of 2025.

Fiscal Impact:

This is a reimbursement grant with the state in the amount of \$3,836,732.32. A budget adjustment will be brought before your Board in the near future to reflect this unanticipated grant award and to be able to reimburse the subrecipient in accordance with the agreement.

Requested Action:

Authorize the County Manager to sign the Subrecipient Funding Agreement and any amendments with LiFEBoat Services in the amount of \$1,250,000.

Attachment List

- A. Subrecipient Funding Agreement – LiFEBoat Services
- B. Intergovernmental Grant Agreement – Balance of State, State of Emergency Due to Homelessness

SUB-RECIPIENT FUNDING AGREEMENT

Between
Clatsop County
And
LiFEBOAT Services

This Agreement shall become effective upon full execution, between Clatsop County, a Political Subdivision of the State of Oregon, hereinafter “County” and LiFEBoat Services, an Oregon Not-for-Profit Corporation in good standing, hereinafter “Sub-Recipient” each individually a “Party,” and collectively the “Parties.”

Recitals

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, the Oregon Housing and Community Services Department (the “Agency”) was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505-Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives.

County desires for this dedicated investment to allow Sub-Recipient to deploy these funds in accordance with the requirements and objectives as further defined in “Agreement No. 8078” (inclusive of Exhibits A & B), which is attached to this Agreement as **Exhibit A** and by this reference incorporated herein, in addition to further guidance as provided in accordance with [Oregon Housing and Community Services : FAQ: Housing Emergency Executive Orders : State of Oregon](#) (check regularly for updated FAQ’s) and to include additional covenants as described below:

In accordance with the State approved Regional Plan (Exhibit B of Agreement No. 8078), the established outcomes for the Sub-Recipient include at a minimum:

- Providing 22 shelter beds and associated services to the community through June 2025.

Shelter Funding Conditions:

1. In an effort to meet the highest and best use of the limited funds allocated, the County is electing to not allocate funds for the acquisition of real property;
2. Funds are not to be used for development, expansion or operation of shelters specifically designed to provide services during inclement weather, except in the instance of severe weather emergencies.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be effective upon full execution by the Parties and shall expire on June 30, 2025, unless extended by mutual, written agreement of the Parties or terminated

under the provisions in Article 6 of this Agreement.

2. Services and Payment: County shall provide funding for shelter beds in the amount of **\$1,250,000**, to Sub-Recipient based on reimbursement requests submitted for authorized expenses per “Agreement No. 8078”. Sub-Recipient will submit requests for reimbursements on a monthly basis with all supporting documentation. Once reimbursement request is received from Sub-Recipient, County will promptly forward to Agency. Parties acknowledge that Agency is the sole decision maker on if reimbursement is conforming to Agreement No. 8078. Payment for reimbursement will be made by County to Sub-Recipient once funds are received from Agency.

3. Indemnity:

3.1 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 (or its corresponding future provisions) (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Article 3 with respect to the Third-Party Claim.

3.2 With respect to a Third Party Claim for which County is jointly liable with Sub-Recipient (or would be if joined in the Third Party Claim), and in accordance with the Oregon Tort Claims Act and the Oregon Constitution, County 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 Sub-Recipient in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Sub-Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Sub-Recipient 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.

3.3 With respect to a Third Party Claim for which Sub-Recipient is jointly liable with County (or would be if joined in the Third Party Claim), Sub-Recipient 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 County in such proportion

as is appropriate to reflect the relative fault of Sub-Recipient on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Sub-Recipient on the one hand and of County 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.

4. Insurance: Sub-Recipient shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
5. Compliance and Reporting: Funds provided to Sub-Recipient by this Agreement are a subaward of funding through House Bill (HB) 5019, Balance of State (BOS) - State of Emergency Due to Homelessness. Subrecipients under this program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the award on behalf of the recipient. Sub-Recipient shall adhere to all Agreement No. 8078 subrecipient compliance and reporting requirements as determined by the State. Sub-Recipient shall provide County with a quarterly report of services, including an explanation of how funding was spent and shall adhere to all reporting requirements of the Agreement No. 8078.

6. General:

6.1 Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by either Party at any time and without any cause upon ten (10) days written notice to the Sub-Recipient.

6.2 County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services.

6.3 Upon completion of the Agreement term, the Agreement shall terminate and Sub-Recipient shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

7. Miscellaneous Provisions:

7.1 Independent Entities. The Parties expressly acknowledge and agree that they are, and intend to remain, separate entities. Each Party agrees that its conduct and the conduct of its officers, employees, directors, members, agents, volunteers, and assignees, and any other legal obligations of that Party, are the sole responsibility of that Party. The relationship of the Parties under this Agreement is that of independent contracting parties. Nothing in this Agreement creates a joint venture between the Parties. Neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any

right, power, or authority to create any obligation or responsibility on behalf of the other except as otherwise provided herein or pursuant to any other written agreement between the Parties.

7.2 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing Party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing Party and the amount of reasonable attorney fees to be paid to the prevailing Party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings).

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of law principles.

7.4 Submission to Jurisdiction. Any action or proceeding seeking to enforce any provisions of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Clatsop County Circuit Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

7.5 Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

7.6 Amendment. This Agreement may be supplemented, amended, or revised only in writing by agreement of the Parties.

7.7 Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

7.8 No Presumption Against Drafter. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party drafting the Agreement.

7.9 Headings; Recitals. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. The Recitals hereto are incorporated herein by reference.

7.10 Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one Agreement.

7.11 Notices. All notices and other communications to be given hereunder shall be given in writing and shall be delivered personally, emailed, or mailed by certified mail, postage prepaid, to the addresses listed below. Notice shall be deemed to have been given on 1) the date of delivery (if delivered personally), or 2) the date emailed, or 3) (if mailed) on the date indicated by the electronic verification of delivery or refusal by the recipient.

If to County:
800 Exchange Street Suite 400
Astoria, OR 97103
CountyAdmins@clatsopcounty.gov

If to Sub-Recipient:

LiFEBoat Services _____

Po Box 492 _____

Astoria, OR 97103 _____

OZ@lifeboat-services.org

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this provision.

EXECUTION

**SIGNED ON BEHALF OF
COUNTY BY:**

Don Bohn, County Manager
Name, Title

Date

Signature

**SIGNED ON BEHALF OF
SUB-RECIPIENT BY:**

Osarch Orak Executive Director

12-1-2023

Name, Title

Date



Signature

LIFEBOAT SERVICES

Name of Sub-Recipient

1040 Commercial St.

Sub-Recipient Address

503-468-8176

Sub-Recipient Phone

Intergovernmental Grant Agreement

Balance of State (BOS)

State of Emergency Due to Homelessness

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clatsop County, an Oregon local government entity (“Recipient”), each individually a “Party”, and collectively the “Parties”.

1. Effective Date and Duration

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

2. Background and Definitions

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives. Agency will support such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A.** Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B.** Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.
- C.** All references to “days” in this Agreement shall mean calendar days.

3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed **\$3,836,732.32** (the “Grant Funds”), as follows:

- 3.1** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$3,836,732.32**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in Exhibit B and agrees that such goals are requirements under this Agreement.

5. Authorized Representatives

- 5.1** Agency’s Authorized Representative is:

Liz Hearn
725 Summer Street NE, Suite B
Salem, OR 97301
liz.hearn@hcs.oregon.gov

- 5.2** Recipient’s Authorized Representative is:

Monica Steele
800 Exchange Street
Astoria, OR 97103
msteele@clatsopcounty.gov

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

6. Online Systems

6.1 Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

6.2 As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

6.3 Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.

6.4 Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

6.5 Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

6.6 Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

7. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

8. Amendments

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

9. Nonexclusive Remedies Related to Funding

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

10. Independent Contractor Relationship

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

11. Access to Records

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

12. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

13. Contribution

13.1 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 13 with respect to the Third-Party Claim.

13.2 With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim), Agency 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 Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient 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. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

13.3 With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient 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 Agency in such proportion as is

appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency 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. Recipient'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.

13.4 Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. Save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Recipient'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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnatee are subject to compliance with applicable provisions of ORS chapter 180.

14. Recipient Default

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 14.1** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- 14.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 14.3** Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.

15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16. Remedies

16.1 In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

16.3 In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient

for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

17. Recovery of Overpayments; Withholding of Funds

17.1 If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

17.2 Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

18. Termination

18.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

18.2 Agency may terminate this Agreement as follows:

18.2.1 Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

18.2.2 Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

18.2.3 If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or

18.2.4 As otherwise expressly provided in this Agreement.

18.3 Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

18.4 Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

19. Insurance

19.1 Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

19.2 Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

19.3 Project Insurance. In addition to any other insurance required under Section 19 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

19.4 All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

19.5 Casualty/Loss Restoration. After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any

improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

20. Availability of Funds

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

21. Governing Law

This Agreement shall be governed by and construed and enforced 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 Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

22. Notice.

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

23. Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

24. Intended Beneficiaries

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

25. Assignment

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

26. Subcontracts

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

27. Merger; Waiver

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

28. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

29. Signatures

Oregon Housing & Community Services

Clatsop County

Signature

Signature

Printed Name & Title

Monica Steele

Printed Name & Title

Date

Date

Approved for legal sufficiency by Senior AAG Marc Bocci via email on 10/13/2023.

Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded funding to provide resources to the communities in the Rural Oregon Continuum of Care through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

2. Grant Activities.

- A. **Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. **Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.
- C. **Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people

experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lacks the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria at time of initial engagement:
 - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
 - Household must meet the following Housing Status Criteria:
 - **Category 1: Literally Homeless**
 - **Category 2: Imminent Risk of Homelessness**
 - **Category 3: Homeless Under Other Federal Statutes**
 - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
 - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, Low Barrier Shelters may not impose a requirement to abstain completely from alcohol or drug use.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing

- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- i) Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
 - (1) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
 - (2) **Conversion** means changing the function of a piece of property from one use to another.
 - (3) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii) Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- iii) Street outreach services, including housing navigation and placement services.
- iv) Sanitation services.
- v) Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi) For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii) Capacity Building services, including funds for the purposes of promoting growth, encouraging development, increasing Recipient's capacity to better support homeless services delivered, and strengthening community efforts around supporting people

experiencing homelessness; and expend funds to procure and provide needed technical assistance related to grant administration, homeless services best practices, system design, and other critical areas of learning and growth, including, but not limited to:

- (1) Training offered to staff and/or community partners for further skill development of those that are participating and working on addressing homelessness in the local community;
 - (2) Technical assistance, including but not limited to fiscal training, grant management support, policy refinement and development, strategizing planning and development around homeless supportive services, and developing or improving data collection methods that inform programmatic improvements;
 - (3) Establishment or expansion of organizational outreach efforts and engagement to identify existing resources, avoid duplication of services and resources, cultivate new partnerships and relationships, including with organizations that identify as culturally responsive or culturally specific, and develop seamless pathways to providing services to those seeking support;
 - (4) Increase organization staffing; and
 - (5) Homeless Management Information System (HMIS) and coordinated entry training, support, and continued education.
- viii)** Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
 - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
 - (3) Board expenses (excluding meals);
 - (4) Planning and implementation of Local Planning group infrastructure
 - (5) Organization-wide membership fees and dues specific to the Program;
 - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
 - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during the Performance Period and all other reportable information relating to the Performance Period:

- A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B. If using funding under this Agreement to add new shelter beds, Recipient must provide required data in the form and manner required by the Rural Oregon Continuum of Care to the CoC HMIS Administrator for the Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS.
- C. Requests for funds through the OPUS system must be submitted, within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- D. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

- E. If using funding under this Agreement for purposes described in Section 2(I)(vii) above, then Recipient must submit a narrative update in a manner prescribed by Agency on the last day of each quarter.
- F. Recipient shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of Agency, and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the Performance Period unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period, unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years as described below.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	Definition	Minimum Period of Use
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years

Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
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* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

Exhibit B

Regional Plan

The purpose of Oregon's EO 23-02 initiative is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

OHCS plans to deliver \$26.135 million to the Oregon Balance of State region to increase shelter capacity by 100 units, and rehouse at least 450 households by June 30, 2025. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the Performance Period, state partners will support regional and community partners in the response effort.

Community Analysis

Part 1: Community Engagement and Data Review

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

In Clatsop County, our approach to addressing homelessness is driven by community engagement and collaboration. We recognize the importance of actively involving individuals experiencing homelessness, frontline service providers, and groups at high risk of homelessness in shaping our programs and priorities. Through ongoing needs assessments and feedback from the community, we identify gaps in services and work towards targeted solutions.

During the COVID-19 pandemic, a collaborative county-wide network, including the Regional Food Bank (RFB), local Hospitals, the County Department of Public Health, CCA Social Service and Community Resource teams, Clatsop Behavioral Health, the Harbor, LiFEBoat services and more responded swiftly to the increased demands for food, medical

services, personal care products, and housing resources resulting from job losses and closures.

We also acknowledge the specific challenges faced by survivors of domestic violence during the pandemic. The severity of violence experienced by survivors increased, leading to a greater need for emergency shelter. However, the housing crisis and limited availability of affordable housing meant longer stays in shelter, resulting in fewer survivors being able to access these services. The Harbor, working closely with partners such as the County, CCA, CBH, hospitals, and DHS, collaborated to leverage available resources and provide the best possible outcomes for survivors. Culturally specific services were also provided to the Latine/x and 2SLGBTQIA+ populations, guided by an advisory group consisting of members from the Latine/x community.

Maintaining accountability to the communities we serve is a core value for all of our community stakeholders. We prioritize ongoing engagement and communication by actively seeking input from clients and service providers. By continuously assessing needs, resources, and the quality of care, we are better able to address gaps and adapt our services accordingly. Our collective goal is to connect individuals to the best available resources, strengthen existing networks, and forge new partnerships when necessary.

To ensure accountability and coordination, we establish Memorandum of Understanding agreements with key agencies and partners. These agreements define responsibilities and expectations, fostering a collaborative environment. Through inter-agency reporting, metrics analysis, and regular meetings, we assess the impact of our programs and make informed decisions to improve and adapt.

Our collective commitment extends beyond short-term interventions. We strive for the long-term health and stability of vulnerable residents and their families. Through active community engagement and continuous assessment of needs, we develop effective and sustainable solutions to address homelessness in Clatsop County.

The Clatsop County community has been working together for years to find solutions around the issue of homelessness. Initiatives such as the County-wide Homeless Liaison position, created based on recommendations from the City of Astoria led Homeless Solutions Task Force, demonstrate the collaborative efforts throughout our communities. This position, currently housed under CCA, directly communicates with unsheltered individuals county-wide on a daily basis to identify barriers and needed resources, guiding them towards housing and services. An Advisory Committee consisting of stakeholders throughout the county regularly reviews activities and provides feedback on priorities, ensuring a community-driven approach.

In Clatsop County, community partnership and collaboration are at the heart of our work. One example is CCA's Community Resource Program, where on-site and mobile resources are provided for patients of Columbia Memorial Hospital and Providence Hospital and clinics, ensuring that individuals have access to the support they need.

The commitment of collaboration extends further through ongoing engagement and regular meetings with numerous community stakeholders and social service providers. These collaborations strengthen our partnerships and enable our county collectively to better address the complex challenges of homelessness county-wide.

Furthermore, we have actively collaborated on the 2022 Community Health Needs Assessment, demonstrating our shared dedication to addressing the health and social needs of our community. By working together, we can make a significant impact and create positive change in Clatsop County.

In Clatsop County, community partnership and collaboration are at the heart of our approach. Together, through collaborative efforts, active community engagement, and data-driven decision-making, we are committed to creating lasting change and working towards a future where homelessness is a solvable issue in Clatsop County.

- 2) Multi-Agency Coordination (MAC) teams and Continuum of Cares (CoCs) will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

Please see link below with estimations on homeless populations by County. From the Oregon Health Authority.

[County - Homelessness \(oregon.gov\)](#)

Please see link below with the Oregon Statewide Homelessness Estimates for 2021- Report from Oregon Housing and Community Services.

[Oregon Statewide Homelessness Estimates 2021 \(pdx.edu\)](#)

Please see link below with the Oregon Housing and Community Services dashboard link displaying 2019 Point in Time data.

2019 Point-in-Time Dashboard | Tableau Public

See table below: MAC-PIT.excerpt.xlsx

PIT COUNT 2019 - CLATSOP COUNTY				STATEWIDE DEMOGRAPHICS				PIT COUNT 2022 - CLATSOP COUNTY			
Total number of persons	894							Total number of persons	531		
Number of children (under age 18)	356	40%		Children under 18	18.30%	*		Number of children (under age 18)	178	34%	
Chronically Homeless	201					*		Chronically Homeless	104		
								Veterans	24		
								Adults with Serious Mental Illness	74	14%	
								Adults with Substance Use Disorder	30	6%	
								Adults with HIV/AIDS	1	0%	
								Adult Survivors of Domestic Violence	36	7%	
		Experiencing Homelessness	Experiencing Poverty			Statewide Population by Race		Experiencing Homelessness			
Asian	1%		4%	Asian	2%		0%	Asian	2		
Black / African American	6%		5%	Black / African American	1%		2%	Black / African American	11		
Hispanic	10%		18%	Hispanic	12%		11%	Hispanic	59		
Native American	5%		2%	Native American	2%		3%	Native American	16		
Native Hawaiian / Other Pacific Islander	1%		0.7%	Native Hawaiian / Other Pacific Islander	0.30%		0%	Native Hawaiian / Other Pacific Islander	1		
Other	0%		4%	Other	3%		0%	Other			
Two or More	7%		6%	Two or More	4%		2%	Two or More	8		
White	80%		79%	White	89%		95%	White	493		

Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your community house in 2022?

206

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

a. Subpopulation 1:

Individuals with Mental Health / Substance Use Disorder

- b. Subpopulation 2:

Individuals and Families Fleeing Domestic Violence

- c. Subpopulation 3:

Youth

- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

Less than 2%

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

Less than 2%

- 7) On average, how many people experiencing unsheltered homelessness does your community exit to permanent housing each month?

2-4

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your community?
a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Clatsop Behavioral Health (mobile crisis, medication assisted treatment, counseling, recovery allies, transitional housing and shelter referrals, street outreach)

Helping Hands Rapid Re Entry (emergency shelter, re-entry program [supported transitional housing])

CCA (Home to the county-wide collaborative Homeless Liaison street outreach program, housing programs and pending shelter support)

Iron Tribe network- Provides peer support, housing and family reunification services to individuals and families in recovery from substance use disorder.

Restoration House- Provides case management and housing support services to men with co-occurring disorders including substance abuse and significant psychological/behavioral issues.

LIFEBoat Services (navigation and meal services, street outreach)

Clatsop County Department of Public Health (Harm reduction services including needle exchange and Narcan distribution, street outreach, and mobile clinic services)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Re-Location Assistance, Emergency Shelter, Support Groups)

c. Subpopulation 3: Youth

Clatsop CASA- Provides court appointed special advocates for children in the foster care system.

Assistance League of the Columbia Pacific (clothing resources to children in Clatsop County, in partnership with The Harbor, assists children in the foster care system with they're Duffel Bag program, Provides scholarship opportunities to high school children).

9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Beacon Clubhouse (nonclinical, membership based, peer run programing. Offers an inclusive, safe and restorative environment for adults navigating mental health)

Clatsop Behavioral Health (mental health community-based services; mental health outpatient services; substance use disorder treatment)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

CCA (Provides 2 Continuum of Care housing programs for individuals and families fleeing domestic violence. Both programs offer ongoing rental assistance and case management support for clients).

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Support Groups)

c. Subpopulation 3: Youth

Lower Columbia Q Center (support groups and peer support to LGBTQIA+ youth).

Consejo Hispano- Offers a bilingual leadership camp (La Cima Lower Columbia Bilingual Leadership Camp) for Latinx high school students along the north coast of Oregon.

Tongue Point Job Corp (continued education opportunities to learn trades, typically serves between 16–24-year-olds).

First Steps Center for Autism (family supports for children on the Autism spectrum).

The Healing Circle (VOCA)- Community based organization dedicated to the healing of childhood sexual violence.

NW Oregon Works (continuing education supports).

Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your community’s efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

- Housing Affordability
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects
- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing

- Housing Development
- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments
- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: **Shelter Availability**
 - Subpopulation 2: **Shelter Availability**
 - Subpopulation 3: **Shelter Availability**

12) Please list the community's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: **Shelter Availability**
- Urgent and Critical: **Substance Use Disorder Care and Services**
- Time Sensitive and Very Important: **Mental Health Care and Services**
 - Not Time Sensitive but Very Important: **Housing Affordability**
 - Important: **Housing Development**

Goal Setting

Each community will determine priority strategies that will target its All In investments across its goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your community, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

Part 1: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness

Technical assistance and support to re-evaluate current emergency shelter rules that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

Expand non-congregate shelter through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements
- Related soft costs
- Replacement reserve

Expand emergency shelter bed capacity through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

Part 2: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to analyze your Continuum of Care region's funding portfolio to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

Current Services

Below are the estimated services available in Recipient's service territory as submitted in Recipient's community plan.

Project Type	Units Available	Total Units	Avg. Cost Per Unit
Emergency Shelter Beds – Adult Only	0	71	
Emergency Shelter Beds – Adults with Children	0	26	
Emergency Shelter Beds - Youth	0	0	
Transitional Housing	0	25	
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	0	77	
Permanent Supportive Housing	0	20	
Other Permanent Housing			
Housing Choice Vouchers	0	289	\$ 606.71
Service Type	Slots Available	Total Slots	Avg. Cost Per Service
Outreach	5	50	\$ 1,500.00
Rental Assistance	5	20	\$ 17,000.00
Case Management	3	80	\$ 5,000.00
Landlord Engagement	0	0	
Housing Navigation	3	10	

Current Investments

Below are the estimated costs for services in Recipient’s territory as submitted in grantee’s community plan.

Project Type	City	County	State	Federal	Private	Total
Emergency Shelter Beds – Adult Only	\$50,000.00	\$300,000.00	\$1,195,334.00			\$1,545,334.00
Emergency Shelter Beds – Adults with Children	\$27,000.00		\$1,000,000.00			\$1,027,000.00
Emergency Shelter Beds - Youth			\$806,000.00			\$806,000.00
Transitional Housing						\$0.00
Joint Transitional Housing/Rapid Rehousing						\$0.00
Rapid Rehousing						\$0.00
Permanent Supportive Housing			\$234,406.50	\$159,440.00		\$393,846.50
Other Permanent Housing						\$0.00
Housing Choice Vouchers				\$175,339.19		\$175,339.19
Service Type						\$0.00
Outreach	\$80,842.60	\$50,000.00	\$20,000.00			\$150,842.60
Rental Assistance			\$500,000.00	\$178,860.00		\$678,860.00
Case Management	\$45,000.00			\$48,623.00		\$93,623.00
Landlord Engagement						\$0.00
Housing Navigation		\$70,000.00				\$70,000.00
Total Investments	\$202,842.60	\$420,000.00	\$3,755,740.50	\$562,262.19	\$0.00	\$4,940,845.29

Goals

Please identify what goals your community is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

Increase shelter capacity

Our Local Planning Group will add a minimum of **80** emergency shelter beds by this date: 6/30/2025.

Rapidly rehouse

Our Co Local Planning Group will rapidly rehouse **33** people experiencing unsheltered homelessness by this date: 6/30/2025.

Milestones

Please provide a timeline of quarterly milestones your local planning group proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding.

Month	Quarterly Progress Milestones	Systems Improvement Actions
Jan. – March 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations – providing 22 new shelter beds and associated services to the community</p> <p>Columbia Shelter sustains operations – providing 58 new shelter beds and associated services to the community</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April–June 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">July- Sept. 2024</p>	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Oct. - Dec. 2024</p>	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Jan. – March 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April-June 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Organic Materials Recovery and Bioenergy Feasibility Study Phase II Contract – Jacobs Engineering, Inc.

Category: Business Agenda

Presented By: Monica Steele, Assistant County Manager

Issues Before the Commission: Organic Materials Recovery and Bioenergy Feasibility Study – Phase II Contract – Jacobs Engineering, Inc.

Informational Summary:

During the 2022/23 FY the County along with several community stakeholders contracted with Jacobs Engineering to complete a Bioenergy Feasibility Study for Clatsop County to address processing capacity limitations within Clatsop County for high strength organic wastes (HSOW's) generated by breweries, distilleries, and seafood processors. The limitations are causing challenges for the wastewater treatment plants (WWTPs) in the County and cost concerns for local business and industry. Additionally, the disposal options for residential septage collected in the County are limited and nearly all septage is hauled to out-of-county WWTPs.

The work done in the first phase of this study included: 1) assessing available organic material feedstocks, including volumes and seasonality, 2) exploring strategies for organic materials management and provide an alternatives analysis, 3) providing a siting needs assessment and identify potential locations within the County, and 4) providing a business case analysis and recommended solutions.

This work was completed in November of 2022 and was presented to the community stakeholders in January of 2023. In June of 2023 staff followed up with the community stakeholder group to present the scope of work for work to be conducted in Phase II of the study which will include the following tasks to be completed: 1) digestion pilot testing, 2) siting development and feedstock task, 3) P3 engagement, 4) stakeholder and community engagement, 5) grant funding – assisting the County with obtaining potential grant funding, and 6) additional optional tasks to potentially include evaluating transportation costs for industry users to transport feedstock to the potential digester site.

The proposed cost for Phase II of this project is \$248,236. Fifty percent (50%) or up to \$125,150 of this cost will be covered by a grant through

Energy Trust of Oregon (ETO). County staff have been seeking additional resources to cover the remainder of the cost and an application has been accepted for consideration for a forgivable loan from the Clean Water State Revolving Loan Fund (CWSRF) to cover another \$100,000. In addition there have been commitments from the City of Warrenton, NW Natural and the Port of Astoria to help offset the remaining costs in addition to the County's budgeted ARPA funds.

The estimated completion date for Phase II of this study is June 2024.

Fiscal Impact: \$248,236 – Up to 50% of this will be reimbursed through grant programs and the remainder will come from other potential grant resources, community stakeholder investments and ARPA monies for infrastructure.

Requested Action:

“Approve the contract with Jacobs Engineering, Inc. to conduct Phase II of an Organic Materials Recovery and Bioenergy Feasibility Study in the amount of \$248,236 and authorize the County Manager to sign the contract and any amendments.”

Attachment List

- A. Contract
- B. Exhibit “A” – Statement of Work, Compensation and Payment Schedule



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. 8589

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **Jacobs Engineering Group Inc.** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$248,236** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **June 30, 2024**, inclusive, the following specific personal and/or professional services:

- *As referenced in attached Exhibit A, section C scope of work*

Payment Terms: *Monthly installments paid on a time and materials basis – per section D of attached Exhibit A.*

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
 - Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under

ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all third party claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or willful misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at an amount of \$600,000 for property damage and \$700,000 per person for bodily injury and \$1,400,000 for each occurrence. Professional liability insurance in the amount of \$1,400,000 per claim will be provided. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such

decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

a. County may make or approve changes within the general Scope of services in this AGREEMENT. If such changes affect Contractor's cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

19. FORCE MAJEURE. Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, pandemics or other events beyond the control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

20. COMPENSATION. County will compensate Contractor as set forth in Exhibit A section D. Work performed under this AGREEMENT may be performed using labor from affiliated companies of Contractor. Such labor will be billed to County under the same billing terms applicable to Contractor's employees. Contractor will issue monthly invoices pursuant to Exhibit A section D. Invoices are due and payable within 30 days of receipt.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:

Signature

Date



Signature

November 30, 2023

Date

Title

Designated Signer

Patrick Van Duser

Title

2020 SW 4th Avenue, Ste. 300

Address

Portland

OR

97201

City

State

Zip

Follow On Phase 2: Organic Materials Recovery and Bioenergy Feasibility Study Project for Clatsop County, Oregon

Statement of Work, Compensation and Payment Schedule

A. Project Description

Clatsop County completed an Organic Materials Recovery and Bioenergy Feasibility Study (Feasibility Study) investigating alternative solutions for processing high strength organic waste in the region and exploring the business case options through beneficial use of energy and energy incentive programs.

The Feasibility Study showed that the project would require a capital investment of approximately 40 to 50 million dollars and commitment from the HSOW feedstock stakeholders regarding the potential tipping fees. There is potential to secure significant federal grant funding through the Inflation Reduction Act (IRA) tax credit program (legislation passed in August 2022) or other grant programs. The business case evaluation payback period is 20 to 30+ years, but could be reduced to 13 years under the most optimistic scenario.

Several follow-on activities were identified in the Feasibility Study to further evaluate the feasibility of advancing the project and reducing unknowns. Not all of the follow on tasks identified in the study are included in this scope, see below for specific tasks included in this scope of work.

B. Schedule

The anticipated schedule of the Follow On activities to the Feasibility Study is projected to be 6 months and will be completed prior to June 30, 2024 assuming notice-to-proceed is received by December 22, 2023. The Consultant is to prepare a baseline schedule.

C. Scope of Work

The Consultant's scope of work for the Follow On Activities to the Feasibility Study is divided into the following major tasks:

Task 1 - Project Management

Task 2 - Program Development

- Task 2.1 – Digestion Pilot Testing
- Task 2.2 – Siting Development and Feedstock Task
- Task 2.3 – P3 Engagement
- Task 2.4 – Stakeholder and Community Engagement
- Task 2.5 – Grant Funding
- Task 2.6 – Apply for Grants (Optional Task)
- Task 2.7 – Preliminary Carbon Intensity Score Estimation (Optional Task)
- Task 2.8 – Conceptual Design (Optional Task)
- Task 2.9 – PGE – System Impact Study (Optional Task)
- Task 2.10 – NW Natural – System Impact Study (Optional Task)
- Task 2.11 – Optional Task

Task 1: Project Management

The objective of this task is to plan and execute the project as described, in accordance with the schedule, budget, and quality expectations that are established.

The following activities will be included in this task:

- Develop a work plan and project instructions to include organization, roles, responsibilities, schedule, budget, and staff plan for execution of the project; the work plan and project instructions will include a QA/QC plan.
- Hold regular status meeting calls with the County's project manager to discuss schedule, budget, the direction of the project and any needed information or data.
- Document meeting decisions and action items; assign the activities to team members, and follow-up to ensure timely resolution.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining and estimated cost at completion; manage activities within total project budget.
- Monitor project activities for potential changes, identify changes and obtain client approval prior to proceeding with work.
- Manage the quality control review of all work activities and project deliverables; note that execution of the QA/QC program will be completed under the appropriate task.
- Prepare and submit monthly narrative report, invoice, and schedule status updates.

Deliverables:

- Project instructions including QA/QC plan and baseline schedule.
- Monthly narrative report and invoice.
- Completed change management forms, as needed, to document impacts of potential changes on consultant fee, deliverables, or schedule.
- Kickoff meeting with client. Includes agenda and summary notes of decisions and action items.

Assumptions:

- Assume 2 hours per month of effort for the Project Manager to coordinate project activities during the 6-month project period.
- Assume weekly status meeting calls during the project, each attended by Project Manager, not to exceed 30-minutes each.
- Assume 6 months of invoicing.
- Kickoff meeting to include 3 members of Jacobs virtually, and not to exceed 1-hour in duration.

Task 2: Program Development

Task 2.1 – Digestion Pilot Testing

This Task involves pilot testing anaerobic digestion with a mixture of the available feedstocks from the Feasibility study: seafood waste and brewery waste. This is an initial assessment, if this shows proof of concept then additional testing will most likely be required.

The goal is to measure the volatile solids reduction (VSR) and compare against industry standard values to verify proof of concept for the selected anaerobic digestion technology. The gas production will be calculated using a COD conversion. The intent is to run the pilot reactors at mesophilic temperatures, as the VSR reduction is similar to thermophilic and the testing can be completed faster. Thermophilic digestion will allow for a shorter solids retention time in the project full size digesters, but not needed for the pilot testing at this point in time.

Assume the testing will occur over 12 weeks: 2 weeks for startup, 8 weeks of run time, 2 weeks to decommission. Reactors will be brought online and seeded with Gresham sludge, and a mixture of stickwater and brewery waste will ramp up in the reactors over the startup testing period.

Deliverable:

- Technical Memorandum summarizing the testing and results from the pilot testing.

Assumptions:

- Thermophilic digestion pilot testing to occur with the two Jacobs reactors at the Gresham WWTP. The two reactors will be used for duplicate runs.
- Assume tests will be completed with a mixture of stickwater, brewery waste, and Gresham sludge to mimic the County septage at percentages similar to the study quantities.
- Assume 12 weeks to complete testing.

Task 2.2 – Siting Development and Feedstock Task

This task involves further coordination with Camp Rilea and the City of Warrenton evaluating the potential location for the biodigester project.

This task also includes working with the seafood and brewery industries to further refine as necessary the quantities and quality previously assumed for the food slurry feedstock.

This task will also include a look at any major market updates to the renewable energy landscape and renewable credit markets.

This task will include submittal of a feedstock request to EPA for confirmation of seafood waste classification as "animal waste".

Deliverable:

- Meeting notes.
- Updated feedstock surveys from local industries.
- Notes about updates to market trends.
- Information from EPA on the feedstock request.

Assumptions:

- Four virtual coordination meetings with Camp Rilea and the City of Warrenton, not to exceed 1 hour each. Attended by 2 members of Jacobs.
 - Camp Rilea: One meeting with one with staff/local managers and one with State/Federal military leaders.
 - City of Warrenton: One meeting with City staff and one with the elected officials.
- Submit 1 feedstock request to EPA.
- The feedstock survey from the Feasibility Study will be used for the update from stakeholders about feedstock quantities.

Task 2.3 – P3 Engagement

Engage with private sector to assess the viability of attracting a P3 entity to the transaction.

- Preliminary outline of a P3 procurement process; providing the County/Owner with an understanding of the overall process, timing, a discussion of the expected risk allocation, schedule. Will provide details for the market sounding event.
- Hold market sounding event with interested private sector market participants. Event will include time set aside for individual one-on-one sessions with interested parties.
- Add financing assumptions to the project life cycle cost and revenue assumptions developed during the Feasibility Study to share with the P3 entities.

Deliverable:

- P3 procurement process meeting
- Market sounding event
- Table with financing assumptions

Assumptions:

- P3 procurement process meeting not to exceed 2 hours. Attended by 3 members of Jacobs virtually.
- Market Sounding Event: Assume virtual, 2 hour general meeting, followed by a series of one hour sessions, not to exceed a total of 8-hours.
- One table with the financing assumptions that summaries the major project financials. The existing life cycle costs and revenues from the Feasibility Study will be used as a basis for the update. Two financing scenarios will be generated.

Task 2.4 – Stakeholder and Community Engagement

This Task involves three meetings for stakeholder engagement. The meetings will provide a progress update and ability to provide feedback on project progression.

One broader meeting for the local community to promote awareness about the scope of the project.

Deliverable:

- 3 stakeholder engagement meetings, slides or handouts will be prepared as needed.
- 1 broader community outreach meeting.

Assumptions:

- County is responsible for inviting interested parties to the workshop.
- Stakeholder engagement meetings includes 3 members of Jacobs virtually, and not to exceed 1-hour in duration each (total of 3). Jacobs involvement is limited to attendance and modest slide development.
- One community engagement meeting includes 3 members of Jacobs in person (assume 8 hours total including travel), and the meeting will not to exceed 2-hours in duration. One site visit in advance of this meeting with 3 members of Jacobs in person to meet with City/County leadership (assume 8 hours total including travel) and the meeting will not exceed 2-hours in duration.

Task 2.5 – Grant Funding

Assist County with obtaining Oregon Department of Energy (ODOE) community renewable energy grant program funding and Energy Trust of Oregon (ETO) renewable energy grant program funding by reviewing grant applications and providing comments to support funding for this study.

Jacobs will provide support for identifying potential grant opportunities to fund the next design and construction steps for the Regional Digester project. Jacobs finance specialist will perform research to identify the grant options that the County/Owner may wish to consider. Jacobs will present the findings in a virtual meeting and a short technical memorandum.

Deliverable:

- 1 set of review comments on grant applications to support funding for this study.
- List of grants potentially available for the selected project.

Assumptions:

- Support up to 8 hours assisting County/Owner with applications to ODOE and/or ETO to obtain grant funding for this follow-on Phase 2 study effort.
- Exploration of grant funding options for the design and construction phase of the project, limit to 3 of the most promising grant opportunities or effort not to exceed 80 hours.
- Jacobs will not be precluded from executing any portion of project delivery for any of the County/Owner's projects (planning, design, or implementation) as a result of the effort to assist with grant funding.

Task 2.6 – Grant Application Support (Optional Task)

As a follow on to Task 2.5, Jacobs can prepare the grant documentation on the behalf of the County/Owner for identified grants. Note: Jacobs will not be precluded from executing any portion of project delivery for any of the County/Owner's projects (planning, design, or implementation) as a result of the effort to assist with grant funding.

Task 2.7 – Preliminary Carbon Intensity Score Estimation (Optional Task)

Obtain a preliminary carbon intensity score for the feedstocks in the project, which will help determine which market may be the most beneficial as the preliminary carbon intensity score impacts the energy revenue generation amounts. Recommend completing this task when there is more certainty in types and quantities of feedstocks.

Task 2.8 – Conceptual Layout and Updated Cost Estimate (Optional Task)

Jacobs will further the conceptual design approach and layout for the equipment included in the Regional Digester facility, including the assumed location: Camp Rilea or co-located at or adjacent to the Warrenton WWTP site. Task could include an updated cost estimate for the project.

Task 2.9 – PGE – System Impact Study (Optional Task)

Potential system impact study with PGE to investigate the cost and feasibility of connecting to the electrical grid. Recommend completing this task after the Conceptual design is completed.

Task 2.10 – NW Natural – System Impact Study (Optional Task)

Potential system impact study with NW Natural to investigate the cost and feasibility of connecting to the natural gas pipeline system. Recommend completing this task after the Conceptual design is completed.

Task 2.11 – Optional Task

This task will be used at the discretion of the County for follow on services requested in writing.

D. Compensation and Payment Schedule

Jacobs proposes to perform the services described herein on a time and materials basis with an estimated not-to-exceed amount of \$248,236 per Table 1. Labor cost will be billed per the staff categories in Table 2.

Table 1. Cost Breakdown

Task	Hours	Expense	Total Fee
Task 1 – Project Management	78	\$0	\$14,342
Task 2.1 – Digestion Pilot Testing	506	\$4,000*	\$94,586
Task 2.2 – Siting Development and Feedstock Task	72	\$0	\$17,922
Task 2.3 – P3 Engagement	96	\$0	\$31,536
Task 2.4 – Stakeholder and Community Engagement	60	\$0	\$18,868
Task 2.5 – Grant Funding	88	\$0	\$20,982
Task 2.6 through Task 2.10 are Future Optional Tasks not included in cost	n/a	n/a	n/a
Task 2.11 – Optional Task			\$50,000
Total	900	\$4,000	\$248,236

*Outside lab testing and laboratory expenses

PERSONNEL

Labor will be invoiced by staff classification at the following hourly rates, which are valid through 2024.

Table 2. Staff Category Billing Rates

Staff Category Billing Rate Hourly (subject to 3% escalation per year)	Maximum Billing Rate
Senior Advisor	\$308
Senior Project Manager	\$279
Project Manager/Sr. Engineer	\$266
Senior Project Engineer	\$253

Mid-Level Engineer/Sr. Technical Staff	\$231
Project Engineer	\$219
Technical Staff	\$210
Senior Technician	\$197
Engineer/Editor	\$183
Staff Engineer 2	\$170
Technician 2	\$157
Staff Engineer 1/Scientist	\$143
Technician 1	\$129
Project Assistant/Project Accountant	\$115
Office	\$104
Intern	\$88

PROJECT EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

OUTSIDE SERVICES

Outside technical, professional and other services will be invoiced at actual cost plus 5%.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Award Contract to Rehabilitate Sewer at Clatsop County Jail
Category: Business Agenda
Presented By: Matthew Gerber, Facilities Manager

Issue Before the Commission: Contract for the relining and rehabilitation of sewer line along the north side of the County Jail, in the amount of \$93,670.75 with Apollo Plumbing Heating and Air Conditioning.

Informational Summary: Building and Grounds issued an RFQ (Request for Quotes) for the County Jail Pipe and Sewer rehabilitation on November 3, 2023.

Following recent sewer rehabilitation work on the south side of the jail, it was requested that the condition of the sewer line on the north side of the jail be investigated as well. A sewer scope was conducted at the request of the County Building and Grounds team, and County Jail leadership. This inspection determined that there is significant deterioration of the cast iron sewer line. The cast iron shows signs of wear as well as low spots in the line which catch certain waste and affect drainage. Left untouched this pipe will continue to erode causing backups and potential higher costs due to the necessity to excavate certain areas to physically remove and replace those sections of pipe that have failed.

Relining is the ideal option for repairing this degrading pipe due to its installation being minimally invasive. The Jail will not experience long term facility shutdowns due to repairs. The relining project is projected to take approximately one day and the sewer line will be operational again by the end of that day.

The bidding was completed following the Local Contract Review Board rules and the Oregon Attorney Generals Public Contract rules. Projects with cost over \$10,000 and under \$150,000 require a formal advertisement for at least 3 written quotes. The project was listed on the County Website on November 3rd, 2023. A mandatory pre-bid meeting was held on November 9th, 2023., where (2) contractors attended. The bids were due November 21, 2023.

The County received bids from one contractor.

- Apollo Plumbing Heating and Air Conditioning \$93,670.75

Fiscal Impact: This project funding was approved in the current budget, under Special Projects.

Requested Action:

Award the Clatsop County Jail Sewer rehabilitation contract to Apollo Plumbing Heating and Air Conditioning. Authorize the County Manager to sign the Contract in the amount of \$93,670.75 and authorize the County Manager to sign amendments.

Attachment List

- A. RFQ Bidding Document
- B. Contract
- C. Certificate of Liability Insurance
- D. Apollo Plumbing Heating and Air Conditioning Proposals



BUILDING & GROUNDS

November 03, 2023

Plumbing Contractors

Request for Competitive Quotes

Project Location: Clatsop County Jail -1250 SE 19th St., Warrenton

Return quotes no later than November 21, 2023 at 2:00 p.m.

Clatsop County is seeking competitive quotes for the following project:

Pipe and Sewer Rehabilitation work:

Schedule:

- | | |
|--------------------|---|
| • November 3 2023 | Issue RFQ |
| • November 9 2023 | Pre-Bid Meeting (Mandatory) |
| • November 21 2023 | Bids Due |
| • December 13 2023 | County Board Approve Contract if Needed |
| • December 14 2023 | Contract Completed, Notice to Proceed |

Scope of Work:

1. **Thoroughly De-scale existing pipe of roots and debris.**
2. **Excavate a 3-foot-deep by 5-foot-wide trench to access 4-inch cast iron pipe to be replaced.**
3. **Remove 4-inch cast iron pipe to gain access as necessary to install cured in place pipe replacement.**
4. **Ensure proper rounding of existing pipe in order to re-line without divots or sagging areas.**
5. **Install 150 feet of cured in place pipe replacing approximately 150 feet of failing 4-inch cast iron pipe.**

6. **Install 4-inch ABS pipe as well as flexible band couplings to tie in any disconnected cast iron sections.**
7. **Utilize robotics or other non-invasive technology to reinstate connections**
8. **Inspect pipe to ensure smooth joint free lining**
9. **Obtain all necessary permits and inspections**
10. **Remove all debris from the site.**
11. **Provide pre-work and post work sewer inspection video**

CONTRACTOR SHALL:

Submit manufactures information on all products that will be used on site. Provide contractors own means and methods for performing work. Submit work and safety plan to County for review. Comply with all State Building Codes and the requirements of local Code Officials. Comply with all OSHA safety requirements. Obtain and pay for permits as required. Assume responsibility for any damage caused by work on this project and promptly repair any damage. Guarantee all work for (1) year from date of completion, unless manufacturer provides a longer warranty.

Enter into a contract with Clatsop County and provide insurance certificates.

The site is available for inspection.

Please direct all questions and return quotes no later than November 21, 2023 at 2:00 p.m.

Matt Gerber, Facility Manager
800 Exchange,
Suite 222 Astoria,
OR 97103
[mgerber@clatsop
county.gov](mailto:mgerber@clatsopcounty.gov)
503-338-3695,
Fax 503-325-8606

Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

Attached: Bid Form, Sample contract, Map, Schematic of sewer line to be replaced will be distributed at pre-bid meeting.

Project Proposal Form

Clatsop County: Pipe and Sewer Rehabilitation

The undersigned, contractor declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That Contractor has carefully examined and fully understands the applicable Specifications, Plans, Drawings, Sample Contract, General Information and General Requirements and other required provisions relating to the Work, on file in the Buildings and Grounds department as hereby made a part of this agreement;

That Contractor submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, Contractor will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That Contractor will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That Contractor will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement over \$50,000) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That Contractor has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That Contractor is not in violation of any Oregon Tax Law;



10/16/2023

Project Proposal Form

Quotes: Clatsop County: Pipe and Sewer Rehabilitation Quotes

	Base Bid
General Cost (O&P, Delivery, Bonds, Permits, Supervision, Etc.)	\$ 4590.00
Excavation	\$ 5960.00
Installation of new product including all labor and materials	\$ 83120.75
Any additional material and labor costs not specified in this RFQ but which are essential to successful project completion	\$ Na
Total	\$ 93670.75

Ninety three thousand six hundred seventy dollars and seventy five cents
Written amount (total)

DOLLARS (\$ 93670.75) Date (11/14/2023)

Staff	Hourly Rate
Employee	\$36.11
Supervisor	\$40.00

The bidder acknowledges that the Work must be completed prior to January 31, 2024

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be property of the County.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name: CEO: Scott bird Address: 853 NE Harlow rd Troutdale Or 97060

Email: Office@apolloservices.com

Company Name: Apollo Plumbing, Heating and cooling

Company Phone Number: 503-395-0256 Treasurer : Jody Bird
Sales manager: Rick copes



The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety **Propeller**

Name of Agent **Laporte Insurance**

Address **5515 SE Milwaukee Ave Portland Or, 97020**

Email Bid form to mgerber@clatsopcounty.gov

Clatsop County Building & Grounds
Matt Gerber
800 Exchange St., Suite 222, Astoria, OR 97103





CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 310
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8585

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Apollo Drain & Rooter Services Inc. DBA Apollo Plumbing Heating and Air Conditioning (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$93,670.75 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and January 31, 2024 inclusive, the following specific construction services:

- A. Scope of Work: Clatsop County Jail, 1250 SE 19th St., Warrenton, OR. Per RFQ, Cured in place, pipe sewer rehabilitation of 150’.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous:
 - Exhibit A: RFQ Proposal
 - Exhibit B: Proposals from Contractor
 - Exhibit C: Certificate of Insurance

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant

- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every

subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of in

- to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

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


12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

(Contractor's Initials)  _____ (Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement.
This Agreement will not be effective until approved by the County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Scott Bied 11/28/2023
Signature Date

President
Title

Contractor Address:

Apollo Plumbing, Heating & Cooling
853 NE Harlow Rd
Troutdale, OR 97060
Phone: 503-395-0256
office@apolloservices.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2023

PRODUCER
GILBERT\FERRES INS AGENCY
 10735 SE Stark St, Ste 207
 Portland, OR 97216
 (503) 772-0498

INSURED
Apollo Drain & Rooter Service Inc
Apollo Plumbing, Heating &
Air Conditioning
 853 NE Harlow Rd
 Troutdale, OR 97060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Truck Insurance Exchange	
INSURER B:	Farmers Insurance Exchange	
INSURER C:	Mid-Century Insurance Co	21687
INSURER D:		
INSURER E:		


COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	X	GENERAL LIABILITY	60679-56-10	06/03/20	06/03/24	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					\$ 100,000
		<input checked="" type="checkbox"/> Contractual Liability				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
C		AUTOMOBILE LIABILITY	60679-56-10	06/03/20	06/03/24	COMBINED SINGLE LIMIT (Ea accident)	
		<input type="checkbox"/> ANY AUTO					\$ 2,000,000
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident)	\$					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
C		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY	60679-56-11	06/03/20	06/03/24	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
		E.L. DISEASE - POLICY LIMIT	\$				
C		OTHER	60679-56-11	06/03/20	06/03/24	\$250,000	
		Leased/Rented Equipment					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
Clatsop County
 800 Exchange St Ste 410
 Astoria, OR 97103
 lferguson@clatsopcounty.gov

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 



Apollo Plumbing Heating & Air Conditioning
 853 NE Harlow Rd.
 Troutdale, OR 97060
 503.669.0774
 apollo-services.com
 CCB #49418
 WA LIC #APOLLDR995MP

BILL TO

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

ESTIMATE 159515845	ESTIMATE DATE Nov 09, 2023
------------------------------	--------------------------------------

JOB ADDRESS

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

Project: 152869567
Technician: Kevin Middal

ESTIMATE DETAILS

OPTION 1:

CURED IN PLACE PIPE SEWER REHABILITATION 150' - (PREVAILING WAGE): Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 150' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Interior Access - Permanent Solution Pipe Lining	(Sewer scope performed on Wednesday, October 25 from lobby bathroom https://youtu.be/PMiwQyunNas	1.00	\$79,073.25	\$79,073.25

Customer to provide direct access to lateral pipe access in lobby restroom and exterior sewer pipe access on south side of building.

Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 150' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

*** Mobilization from Troutdale, Or to warrington, Or ***

Proposal estimated to be completed in two - three business days

- Access and map the piping system with a video inspection
- Thoroughly clean the pipe of roots and all debris
- Insert the resin-saturated liner into the host pipe
- Liner will be installed through exterior open pit, pipe access and bathroom exposed piping.

- Liner installation (1) will start at base of exterior exposed pit, access, piping and end at approximately 75 feet upline.
- Liner installation (2) will start at base of exposed, horizontal piping from bathroom access and end at approximately 75 feet down line overlapping liner, installation (1)
- Total length of liner will be up to 150' of 4" CIPP PIPE.
- Allow the liner to harden using the Cured-In-Place-Pipe (CIPP) process
- Inspect the pipe to assure a smooth, jointless lining
- Obtain all necessary permits and inspections
- Remove all debris from the site.

*** PRE AND POST SEWER INSPECTION VIDEO ***

*** 10 YEAR WARRANTY *** (transferable)

**** ZERO DIG SEWER REPAIR ***

SUB-TOTAL	\$79,073.25
TOTAL	\$79,073.25
EST. FINANCING	\$755.21

Thank you for choosing Apollo Plumbing Heating & Air Conditioning.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1.5% per month shall be applied for overdue amounts.

This proposal will expire after 30 days.

1. 50% of the contract price paid in advance of commencement of the project as a deposit;
2. Remaining balance owing on the contract to be paid in full at the completion of the job. For the purpose of this contract, completion shall be defined as that time when the project has passed all necessary inspections, and the project has been backfilled (if applicable).
3. Customer may retain 10% until asphalt or concrete is complete (if applicable).
4. Price does not include Washington State tax (where applicable)
5. If customer should need to cancel/reschedule work, a \$250 scheduling fee may occur if canceled/rescheduled on or after 3 business days prior to scheduled start date.

*If estimate is connected to a home sale transaction, Apollo strongly recommends that work be completed prior to closing of sale due to possible unforeseen not in our control resulting in a change order/additional costs

Apollo will leave nicely rounded mound (where applicable) where excavation has taken place. Customer agrees that mound will be left. Apollo recommends mound to be left for proper settling.

We will maintain integrity of existing utilities which have been located as per local codes and will confer with these utility companies as needed. Price includes all material, labor, permits, inspections, and mobilization. All work performed using OSHA-approved equipment and safety practices and will conform to city and or state plumbing code.

As per City requirements (where applicable), if existing Rain Drain system is tied into the Sanitary Sewer system a Rain Drain connection must be re-established into the Sanitary Sewer System. Apollo is not responsible for roots or any foreign debris which may enter the Sanitary Sewer system from Rain Drain reinstatement. Please consult with Apollo for additional options.

Apollo cannot guarantee proper depth or sufficient downhill grade of existing pipe at the house or on the City owned lateral at the curb. If proper grade cannot be achieved, a change order will be issued for additional excavation.

Exclusions: If this bid is based on Third Party information and assumes that the sewer line is accurately located and marked. If found inaccurate, a change order will be issued to match scope of work required. Not responsible for removal or replacement of sheetrock, flooring, or tile. Not responsible for electrical grounding. Interior locates if needed are the responsible of the customer and are not included in this proposal. Excludes repairs of any existing utilities not discovered in locate prior to excavation including but not limited to sprinkler systems and water service lines. Price does not include unforeseen impassable objects in route of work bid herein. Apollo will not be held responsible for damage to old, chipped, cracked or lifted concrete/asphalt. Apollo will not be held responsible for damage to landscape caused during the scope of work. Customer will be responsible for removal or replacement of landscaping in the route of work bid herein. If extreme site conditions, permits/fees, unfavorable soil and/or ground water conditions beyond normal scope of line repair/replacement or expanded services are required, a Change order may be required.

Sign here

Date



Apollo Plumbing Heating & Air Conditioning
 853 NE Harlow Rd.
 Troutdale, OR 97060
 503.669.0774
 apollo-services.com
 CCB #49418
 WA LIC #APOLDR995MP

BILL TO

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

ESTIMATE 159512585	ESTIMATE DATE Nov 09, 2023
------------------------------	--------------------------------------

JOB ADDRESS

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

Project: 152869567
Technician: Kevin Middal

ESTIMATE DETAILS

OPTION 2:

CURED IN PLACE PIPE SEWER REHABILITATION 150' / PLUMBING BATHROOM OPEN ACCESS - (PREVAILING WAGE) :

Plumbing department to create open access into plumbing from lobby bathroom.

Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 150' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Interior Access - Permanent Solution Pipe Lining	Permanent Solution Pipe Lining	1.00	\$78,474.75	\$78,474.75
	Sewer scope performed on Wednesday, October 25 from lobby bathroom https://youtu.be/PMiwQyunNas			

Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 145' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

*** Mobilization from Troutdale, Or to warrington, Or ***

Proposal estimated to be completed in two bus Letos yes days

- Access and map the piping system with a video inspection
- Thoroughly clean the pipe of roots and all debris
- Insert the resin-saturated liner into the host pipe
- Liner will be installed through exterior open pit, pipe access and bathroom exposed piping.
- Liner installation (1) will start at base of exterior exposed pit, access, piping and end at approximately 70 feet upline.

- Liner installation (2) will start at base of exposed, horizontal piping from bathroom access and end at approximately 75 feet down line overlapping liner, installation (1)
- Total length of liner will be up to 145' of 4" CIPP PIPE.
- Allow the liner to harden using the Cured-In-Place-Pipe (CIPP) process
- Inspect the pipe to assure a smooth, jointless lining
- Obtain all necessary permits and inspections
- Remove all debris from the site.

*** PRE AND POST SEWER INSPECTION VIDEO ***

*** 10 YEAR WARRANTY *** (transferable)

**** ZERO DIG SEWER REPAIR ***

BID	Bid is for accessing plumbing through wall in lobby bathroom to create access for lining crew to install Cured and Place pipe and for the replacement of the existing drainage piping with new ABS.	1.00	\$9,236.00	\$9,236.00
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*** mobilization 4hrs for two-man plumbing team journeyman and apprentice, to travel from Troutdale Oregon to Warrenton Oregon***

Apollo proposes to cover/plastic off room to prevent dust

Apollo is not responsible for finished drywall replacement/repair.

Technician on site will assess and determine if existing piping where needed for reconnection with project is in adequate condition for use, if determined to be inadequate an addendum to bid will be required.

Fixtures will be unavailable for use for the duration of work.

Cut open and demo approximate 4' x 4' section of wall.

Remove existing 4 inch cast-iron, plumbing to gain access to horizontal direct

Install new 4 inch ABS with removable surebands fernKos to create quick access on installation day.

Once all work is complete we will thoroughly test for leaks and function

SUB-TOTAL \$87,710.75

TOTAL \$87,710.75

EST. FINANCING \$837.70

Thank you for choosing Apollo Plumbing Heating & Air Conditioning.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1.5% per month shall be applied for overdue amounts.

This proposal will expire after 30 days.

1. 50% of the contract price paid in advance of commencement of the project as a deposit;
2. Remaining balance owing on the contract to be paid in full at the completion of the job. For the purpose of this contract, completion shall be defined as that time when the project has passed all necessary inspections, and the project has been backfilled (if applicable).
3. Customer may retain 10% until asphalt or concrete is complete (if applicable).
4. Price does not include Washington State tax (where applicable)
5. If customer should need to cancel/reschedule work, a \$250 scheduling fee may occur if canceled/rescheduled on or after 3 business days prior to scheduled start date.

*If estimate is connected to a home sale transaction, Apollo strongly recommends that work be completed prior to closing of sale due to possible unforeseen not in our control resulting in a change order/additional costs

Apollo will leave nicely rounded mound (where applicable) where excavation has taken place. Customer agrees that mound will be left. Apollo recommends mound to be left for proper settling.

We will maintain integrity of existing utilities which have been located as per local codes and will confer with these utility companies as needed. Price includes all material, labor, permits, inspections, and mobilization. All work performed using OSHA-approved equipment and safety practices and will conform to city and or state plumbing code.

As per City requirements (where applicable), if existing Rain Drain system is tied into the Sanitary Sewer system a Rain Drain connection must be re-established into the Sanitary Sewer System. Apollo is not responsible for roots or any foreign debris which may enter the Sanitary Sewer system from Rain Drain reinstatement. Please consult with Apollo for additional options.

Apollo cannot guarantee proper depth or sufficient downhill grade of existing pipe at the house or on the City owned lateral at the curb. If proper grade cannot be achieved, a change order will be issued for additional excavation.

Exclusions: If this bid is based on Third Party information and assumes that the sewer line is accurately located and marked. If found inaccurate, a change order will be issued to match scope of work required. Not responsible for removal or replacement of sheetrock, flooring, or tile. Not responsible for electrical grounding. Interior locates if needed are the responsible of the customer and are not included in this proposal. Excludes repairs of any existing utilities not discovered in locate prior to excavation including but not limited to sprinkler systems and water service lines. Price does not include unforeseen impassable objects in route of work bid herein. Apollo will not be held responsible for damage to old, chipped, cracked or lifted concrete/asphalt. Apollo will not be held responsible for damage to landscape caused during the scope of work. Customer will be responsible for removal or replacement of landscaping in the route of work bid herein. If extreme site conditions, permits/fees, unfavorable soil and/or ground water conditions beyond normal scope of line repair/replacement or expanded services are required, a Change order may be required.

Sign here

Date



Apollo Plumbing Heating & Air Conditioning
 853 NE Harlow Rd.
 Troutdale, OR 97060
 503.669.0774
 apolloservices.com
 CCB #49418
 WA LIC #APOLLDR995MP

BILL TO

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

ESTIMATE 159512515	ESTIMATE DATE Nov 09, 2023
------------------------------	--------------------------------------

JOB ADDRESS

CLATSOP COUNTY JAIL
 1250 Southeast 19th Street
 Warrenton, OR 97146 USA

Project: 152869567
Technician: Kevin Middal

ESTIMATE DETAILS

OPTION 3:

CURED IN PLACE PIPE SEWER REHABILITATION 150' / PLUMBING BATHROOM OPEN ACCESS / EXCAVATION EXTERIOR PIPE ACCESS - (PREVAILING WAGE): Plumbing department to create open access into plumbing from lobby bathroom. Excavation team to trench up to 3 foot in depth and 5 feet in length, to expose and create exterior access point for lining team to install Cured in place pipe. Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 150' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
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Interior Access - Permanent Solution Pipe Lining	Permanent Solution Pipe Lining Sewer scope performed on Wednesday, October 25 from lobby bathroom https://youtu.be/PMiwQyunNas	1.00	\$78,474.75	\$78,474.75
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Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 145' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.

*** Mobilization from Troutdale, Or to warrington, Or ***

Proposal estimated to be completed in two bus Letos yes days

- Access and map the piping system with a video inspection
- Thoroughly clean the pipe of roots and all debris
- Insert the resin-saturated liner into the host pipe
- Liner will be installed through exterior open pit, pipe access and bathroom exposed piping.
- Liner installation (1) will start at base of exterior exposed pit,

access, piping and end at approximately 70 feet upline.

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- Total length of liner will be up to 145' of 4" CIPP PIPE.
- Allow the liner to harden using the Cured-In-Place-Pipe (CIPP) process
- Inspect the pipe to assure a smooth, jointless lining
- Obtain all necessary permits and inspections
- Remove all debris from the site.

*** PRE AND POST SEWER INSPECTION VIDEO ***

*** 10 YEAR WARRANTY *** (transferable)

**** ZERO DIG SEWER REPAIR ***

BID	<p>Bid is for accessing plumbing through wall in lobby bathroom to create access for lining crew to install Cured and Place pipe and for the replacement of the existing drainage piping with new ABS.</p> <p>*** mobilization 4hrs for two-man plumbing team journeyman and apprentice, to travel from Troutdale Oregon to Warrenton Oregon***</p> <p>Apollo proposes to cover/plastic off room to prevent dust</p> <p>*Apollo is not responsible for finished drywall replacement/repair.*</p> <p>**Technician on site will assess and determine if existing piping where needed for reconnection with project is in adequate condition for use, if determined to be inadequate an addendum to bid will be required.**</p> <p>***Fixtures will be unavailable for use for the duration of work.***</p> <p>Cut open and demo approximate 4' x 4' section of wall.</p> <p>Remove existing 4 inch cast-iron, plumbing to gain access to horizontal direct</p> <p>Install new 4 inch ABS with removable surebands fernKos to create quick access on installation day.</p> <p>Once all work is complete we will thoroughly test for leaks and function</p>	1.00	\$9,236.00	\$9,236.00
-----	---	------	------------	------------

Excavate Up To 3' Deep 5' Long	<p>Plumbing department to create open access into plumbing from lobby bathroom. Excavation team to trench up to 3 foot in depth and 5 feet in length, to expose and create exterior access point for lining team to install Cured in place pipe. Install cured in place pipe installation through exterior pipe access and public bathroom wall access replacing up the 145' of 4" cast iron pipe with cured in place pipe. Use robotics to reinstate up to five connections.</p>	1.00	\$5,960.00	\$5,960.00
--------------------------------	---	------	------------	------------

Mobilization for two-man excavation team 4hrs to travel from Troutdale, Oregon to Warrenton, Oregon

Hey, on the north side of the building behind gated area, excavate up to 3 foot in depth by 5 foot in length to expose out fall pipe of sewer system from building.

SUB-TOTAL	\$93,670.75
TOTAL	\$93,670.75
EST. FINANCING	\$894.63

Thank you for choosing Apollo Plumbing Heating & Air Conditioning.

CUSTOMER AUTHORIZATION

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3. Customer may retain 10% until asphalt or concrete is complete (if applicable).
4. Price does not include Washington State tax (where applicable)
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work. Customer will be responsible for removal or replacement of landscaping in the route of work bid herein. If extreme site conditions, permits/fees, unfavorable soil and/or ground water conditions beyond normal scope of line repair/replacement or expanded services are required, a Change order may be required.

Sign here

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Second Reading of Ordinance 23-09: Goal 11 Exception to Expand Arch Cape Sanitary District to Arch Cape Fire Hall

Category: Public Hearing

Presented By: Julia Decker, Planning Manager

Issue Before the Commission: Conduct the second public reading and hearing of Ordinance 23-09, to complete annexation of property known T4N, R10W, Sec. 19BC, TL 04000, also known as 79729 Hwy 101, Arch Cape into the Arch Cape Sanitary District's boundary.

Informational Summary: On November 8, 2022, The Board of Clatsop County Commissioners conducted public hearing and first reading of Ordinance 23-09, an exception proposal to amend Clatsop County's Comprehensive Plan Goal 11 and update any maps within the plan accordingly, for an exception to Goal 11.

The Goal 11 exception after-the-fact would complete the boundary expansion of the Arch Cape Sanitary District's service area to the Cannon Beach Rural Fire Protection District's Arch Cape Fire Hall, which is located in the Forest – 80 (F-80) Zone, a resource zone typically used for commercial forestry. The service was extended more than a decade ago. The goal exception would correct an oversight from 2007, when the Cannon Beach Rural Fire Protection District sought to relocate the old Arch Cape fire hall from its former location in the tsunami inundation area on E. Beach Road.

This goal exception relies on assumptions found and documented in staff and Hearing's Officer's findings and the Hearings Officer's decision from 2007. No health hazard has been found to have existed on the property. However, connecting the fire station to the sanitary district's facilities may have alleviated health risks, given the topography, wetland area, and proximity to Austin Creek. As documented in the Hearings Officer's decision, the approval of the partition of the 2.03-acre parcel and the conditional use permit for the fire station assumed the sanitary district would connect to and serve T4N, R10W, Sec. 19BC, TL 04000 (TL 04000).

The Arch Cape Fire Hall was completed in 2012. This goal exception is a housekeeping matter that “legalizes” and completes the already-constructed sewer extension to the fire hall.

No other proposals or expansions of use are requested at this time. No zone change or other goal exception is requested, nor necessary, according to discussions between Community Development and Department of Land Conservation and Development (DLCD) staff.

At its October 10, 2023, public hearing on the matter, the Clatsop County Planning Commission recommended the Board of Clatsop County Commissioners approve the goal exception.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)).

The procedure for this application is quasi-judicial.

No comments or public testimony have been received, and there were no public comments were presented at the first reading on November 8th.

Fiscal Impact: None

Requested Action:

Approve Ordinance 23-09 and conduct the second reading by title only.

Attachment List

- A. Ordinance 23-09, with proposed text amendments to Goal 11
- B. [November 8th packet - Staff report and exhibits](#)

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting amendments to the Arch Cape Sanitary District Boundary and the text of Goal 11 of the Clatsop County Comprehensive Plan and update any maps within the plan, as appropriate, to expand the district's boundary to include T4N, R10W, Sec. 19BC, Tax Lot 04000, also known as the Arch Cape Fire Hall, owned by the Cannon Beach Rural Fire Protection District

ORDINANCE NO. 23-09

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, the Cannon Beach Rural Fire Protection District owns and operates the property known as T4N, R10W, Sec. 19BC, Tax Lot 04000, and in 2012 completed construction of the Arch Cape Fire Hall there to better serve the Southwest Coastal Community Plan area; and

WHEREAS, in or about 2011 or 2012, the Arch Cape Sanitary District extended sewer service to the Arch Cape Fire Hall to accommodate a smaller lot size, in keeping with the F-80 Zone standards; and

WHEREAS, an exception to Goal 11 of the Clatsop County Comprehensive Plan is required for extension of sanitary sewer sewer sevice outside the Arch Cape Rural Community boundary; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on October 10, 2023, and unanimously recommended the Board of County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BC, Tax Lot 04000, and update any maps within the County's Comprehensive Plan that depict the sanitary district boundaries accordingly; and

WHEREAS, consideration for adoption of this Ordinance complies with the Post Acknowledgement Plan Amendment rules of the Oregon Land Conservation and Development Commission, and the Clatsop County Planning Commission has sought review and comment and has conducted a public hearing process pursuant to the requirements of ORS 215.050 and 215.060 and the Clatsop County Land and Water Development and Use Code; and

WHEREAS, the Clatsop County Board of Commissioners received and considered the Planning Commission’s recommendation and held a public hearing on November 8, 2023, that was continued to December 13, 2023; and

WHEREAS, public notice has been provided pursuant to law;

NOW THEREFORE,

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. An exception is taken to Statewide Planning Goal 11; the text of Clatsop County Clatsop County Comprehensive Plan Goal 11 is hereby amended as shown on the attached Exhibit A; and any maps forthcoming of the Arch Cape Sanitary District to be included in the Comprehensive Plan or Southwest Community Plan will document the revision; and

SECTION 2. In support of this ordinance, the Board adopts the findings dated September 29, 2023, and associated exhibits contained in Exhibit B.

Approved this ____ day of December, 2023

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: November 8, 2023
Second Reading: December 13, 2023
Effective Date: _____

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Second Reading of Ordinance 23-10: Goal 11 Exception to Expand Arch Cape Sanitary District to Include 79876 and 79878 Hwy 101

Category: Public Hearing

Presented By: Ian Sisson, Senior Planner

Issue Before the Commission: Conduct the second public reading and hearing of Ordinance 23-10, to complete annexation of property known T4N, R10W, Sec. 19BB, TL 00300 and TL 00401, into the Arch Cape Sanitary District boundary.

Informational Summary: This exception proposal would amend Clatsop County's Comprehensive Plan Goal 11 and update any maps within the plan accordingly, for an exception to Goal 11. The Goal 11 exception after-the-fact would complete the boundary expansion of the Arch Cape Sanitary District's service area to include property located at 79876 (TL 401) and 79878 (TL 00300) Hwy 101, Arch Cape, in the Coastal Residential Zone (CR). The goal exception would correct an oversight from 2002, when the Board of Clatsop County Commissioners approved the annexation of the subject parcels into the Arch Cape Sanitary District without completing the Goal 11 exception process.

The subject parcels are oceanfront and are each developed with a single-family dwelling. The dwelling on TL 300 was constructed in 1961 and the dwelling on TL 401 was constructed in 1959. Both dwellings are situated near Highway 101 atop a steep coastal bluff. This section of coastline has historically experienced landslide activity and is within an identified geologic hazard area.

The dwellings were each originally served by on-site sewage disposal systems. Due to the steep, active terrain, the septic systems were small and experienced issues over time. In 1993, the septic system on TL 401 was decommissioned after being determined to be a public health hazard by the Oregon Department of Environmental Quality (DEQ). No septic record is available for TL 300, however, based on site conditions, it is assumed that system presented the same hazards to public health. This goal exception is a housekeeping matter that "legalizes" and completes the already-constructed sewer extension.

No other proposals or expansions of use are requested at this time. No zone change or other goal exception is requested, nor necessary, according to discussions between Community Development and Department of Land Conservation and Development (DLCD) staff.

At its October 10, 2023, public hearing on the matter, the Clatsop County Planning Commission recommended the Board of Clatsop County Commissioners approve the goal exception. The Board conducted a first reading and public hearing of the ordinance during its regular meeting on November 8, 2023. No members of the public spoke for or against the proposal.

The proposed amendments to the Comprehensive Plan and sanitary district boundary are written by staff and have been submitted to DLCD for review. The proposed amendments are in compliance with state law for post-acknowledgement plan amendments (PAPA) as required by law ([OAR 660-018](#)).

The procedure for this application is quasi-judicial.

No comments or public testimony have been received.

Fiscal Impact: None

Requested Action:

Approve Ordinance 23-10 and conduct the second reading by title only.

Attachment List

- A. Ordinance 23-10, with proposed text amendments to Goal 11
- B. [November 8th packet - Staff report and exhibits](#)

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting amendments to the Arch Cape Sanitary District Boundary and the text of Goal 11 of the Clatsop County Comprehensive Plan and update any maps within the plan, as appropriate, to expand the district’s boundary to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401.

ORDINANCE NO. 23-10

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, in 2002, the Board of Clatsop County Commissioners adopted a resolution and order to annex T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, located in the Coastal Residential Zone (CR), into the Arch Cape Sanitary District; and

WHEREAS, an exception to Goal 11 of the Clatsop County Comprehensive Plan is required for extension of sanitary sewer service outside the Arch Cape Rural Community boundary; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on October 10, 2023, and unanimously recommended the Board of County Commissioners amend the text of the Comprehensive Plan to expand the Arch Cape Sanitary District to include T4N, R10W, Sec. 19BB, Tax Lot 00300 and Tax Lot 00401, and update any maps within the County’s Comprehensive Plan that depict the sanitary district boundaries accordingly; and

WHEREAS, consideration for adoption of this Ordinance complies with the Post Acknowledgement Plan Amendment rules of the Oregon Land Conservation and Development Commission, and the Clatsop County Planning Commission has sought review and comment and has conducted a public hearing process pursuant to the requirements of ORS 215.050 and 215.060 and the Clatsop County Land and Water Development and Use Code; and

WHEREAS, the Clatsop County Board of Commissioners received and considered the Planning Commission’s recommendation and held a public hearing on November 8, 2023, that was continued to December 13, 2023; and

WHEREAS, public notice has been provided pursuant to law;

NOW THEREFORE,

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. An exception is taken to Statewide Planning Goal 11; the text of Clatsop County Clatsop County Comprehensive Plan Goal 11 is hereby amended as shown on the attached Exhibit A; and any maps forthcoming of the Arch Cape Sanitary District to be included in the Comprehensive Plan or Southwest Community Plan will document the revision; and

SECTION 2. In support of this ordinance, the Board adopts the findings dated October 3, 2023, and associated exhibits contained in Exhibit B.

Approved this _____ day of December, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: November 8, 2023
Second Reading: December 13, 2023
Effective Date: _____

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 13, 2023

Agenda Title: Ordinance 24-01: LAWDUC Legislative Amendments (formerly Ordinance 23-15)
Category: Public Hearing
Presented By: Gail Henrikson, Community Development Director

Issue Before the Commission: Approval of amendments to the *Land and Water Development and Use Code* (LAWDUC), to address legislative land use changes to Oregon Revised Statutes

Informational Summary:

Oregon Revised Statutes (ORS) 197.646 requires that “a local government shall amend its acknowledged comprehensive plan or... land use regulations implementing the plan...to comply with a new requirement in land use statutes, statewide land use planning goals or rules implementing the statutes or the goals.” This statute also states that when a local government does not adopt the required amendments, the new requirements “apply directly to the local government’s land use decisions.” Failure to adopt or enforce the new requirements is “basis for initiation of enforcement action” against the local jurisdiction.

Per ORS 197.646(2), the Department of Land Conservation and Development (DLCD) is required to notify local governments when a new requirement in land use statutes, statewide land use planning goals or rules implementing the statutes or the goals requires changes to an acknowledged comprehensive plan or to land use regulations implementing either plan.

The proposed LAWDUC amendments included in Exhibit A are designed to incorporate legislative changes to ORS affecting land use. The amendments cover legislative year 2023.

IA draft of the proposed amendments was presented to the Planning Commission on October 10, 2023. The Planning Commission conducted a public hearing on the proposed amendments on November 14, 2023. The Planning Commission voted 6-0 (Planning Commission Member Krauser excused) to recommend your Board

approve the amendments as presented. No members of the public spoke for or against the proposed amendments.

Fiscal Impact: None

Requested Action:

Continue the matter to the January 10, 2024 meeting.

Attachment List

- A. Ordinance 24-01
- B. Planning Commission Memo dated November 14, 2023

EXHIBIT A

Ordinance 24-01

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance adopting Amendments to the Clatsop County *Land and Water Development and Use Code* to address legislative updates pertaining to land use regulations.

ORDINANCE NO. 24-01

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, Oregon Revised Statutes (ORS) 197.646 requires that “a local government shall amend its acknowledged comprehensive plan or...land use regulations implementing the plan...to comply with a new requirement in land use statutes, statewide land use planning goals or rules implementing the statutes or the goals”; and

WHEREAS, if a local government does not adopt the required amendments, the new requirements “apply directly to the local government’s land use decisions”; and

WHEREAS, in 2023 the Oregon Legislature adopted new land use legislation that requires Clatsop County to amend its land use regulations to comply with state statutes, statewide land use planning goals or rules implementing the statutes or the goals; and

WHEREAS, the Board of Clatsop County Commissioners has determined that including these revisions in the *Land and Water Development and Use Code* will comply with state law and will assist residents and property owners by including the changes in local codes; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on November 14, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission’s recommendations on these proposed amendments

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

Ordinance 24-01

1st Public Hearing: December 13, 2023

2nd Public Hearing: January 10, 2024

Agenda Item #21.

Page 380

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this _____ day of _____, 2024

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
_____, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: December 13, 2023

Second Reading: January 10, 2024

Effective Date: February 9, 2024

Ordinance 24-01

1st Public Hearing: December 13, 2023

2nd Public Hearing: January 10, 2024

EXHIBIT 1

Ordinance 24-01

1st Public Hearing: December 13, 2023

Agenda Item #21. ng: January 10, 2024

ARTICLE II. PROCEDURES FOR LAND USE APPLICATIONS

Section 2.0300. Exclusions from Development Permit Requirement

The activities listed below do not require a development permit. Exclusion from the requirement for a development permit does not exempt the development or its use from the other applicable requirements of the Ordinance.

- 12) A recreational vehicle may be occupied as a residential dwelling on a lot or parcel with an existing dwelling that is uninhabitable due to damages from **an emergency or** natural disaster, including wildfire, earthquake, flooding or storms, until no later than:
- a) The dwelling has been repaired or replaced and an occupancy permit has been issued;
 - b) The County determines that the owner of the dwelling is unreasonably delaying in completing repairs or replacing the dwelling; or
 - c) **Five years ~~Twenty-four months~~** after the date the dwelling first became uninhabitable.
 - d) **Under alter, restore, or replacement of a dwelling destroyed by wildfire, identified in an Executive Order issued by the Governor in accordance with the Emergency Conflagration Act (ORS 476.510 to 476.610) between August 1 and September 30, 2020, occupancy of a recreational vehicle under ORS197.493 (1)(b)(c) is extended to December 30, 2030.**

ARTICLE III. STRUCTURE SITING AND DEVELOPMENT STANDARDS

SECTION 3.0900. ACCESSORY DWELLING UNITS AND GUESTHOUSES

- B. Unless otherwise specified below, the following standards shall apply to all accessory dwelling units (ADU) on rural residential lands.
- 1. The lot or parcel is not located within an area designated as an urban reserve as defined in ORS 195.137.
 - 2. The lot or parcel is at least two acres in size.
 - 3. ADUs shall be allowed only in conjunction with parcels containing one single-family dwelling (the “primary dwelling”). A maximum of one ADU is permitted per lot or parcel. ADUs shall not be permitted in conjunction with a duplex or multi-family dwelling.
 - 4. The existing single-family dwelling property on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.
 - 5. The existing single-family dwelling is not subject to any code violations under Clatsop County Code or the Clatsop County *Land and Water Development and Use Code*.
 - 6. The accessory dwelling unit will comply with all applicable laws and regulations relating to sanitation and wastewater disposal and treatment.
 - 7. The accessory dwelling unit will comply with all applicable laws and regulations relating to water supply and quantity.
 - 8. The accessory dwelling unit will be located no farther than 100 feet from the existing single-family dwelling. This distance shall be measured from the closest portion of the exterior wall of both structures, not including roof structures such as eaves, gutters, canopies, and other similar architectural features.
 - 9. ADUs shall comply with setback requirements applicable to the parcel containing the primary dwelling.

10. The ADU may be created through conversion of an existing structure, or construction of a new structure that is either attached to the primary dwelling or detached.
11. The maximum gross habitable floor area (GHFA) of the ADU shall not exceed 900 square feet. The floor area of any garage, utility rooms, or areas below the average level of the adjoining ground shall not be included in the total GHFA.
12. No portion of the lot or parcel is within a designated area of critical state concern.
13. The lot or parcel and ADU is served by a fire protection service.
14. If the lot or parcel is in an area identified on the statewide map of wildfire risk described in ORS 477.490 as within the wildland-urban interface, The lot or parcel and ADU comply with any applicable minimum defensible space requirements for wildfire risk reduction established by the State Fire Marshal under ORS 476.392 and any applicable local requirements for defensible space established by a local government pursuant to ORS 476.392.
- ~~15. Statewide wildfire risk maps have been approved and the ADU complies with Oregon residential specialty code relating to wildfire hazard mitigation for the mapped area.~~
15. **The accessory dwelling unit complies with the construction provisions of section R327 of the Oregon Residential Specialty code, if:**
 - a. **The lot or parcel is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or**
 - b. **No statewide map of wildfire risk has been adopted**
16. The accessory dwelling unit ~~must~~ **shall** comply with all minimum-required setbacks from adjacent lands zoned for resource use.
17. The accessory dwelling unit has adequate access for firefighting equipment, safe evacuation and staged evacuation areas.
18. If the accessory dwelling unit is not in an area identified on the statewide map of wildfire risk described in ORS 477.490 as within the wild-land-urban interface, the accessory dwelling unit complies with the provisions of this section and any applicable local requirements for defensible spaces established by a local government pursuant to ORS 476.293.
19. Accessory dwelling units allowed under this section may not be used for vacation occupancy, as defined in ORS 90.100.
20. The property owner, as a condition of approval, shall record a restrictive covenant on the property that prohibits the Accessory dwelling unit from being used for vacation occupancy, as defined in ORS 90.100.
21. The County may not approve a subdivision, partition, or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the accessory dwelling unit.

SECTION 3.9180. FOREST ZONE STANDARDS

Section 3.9190. Residential Uses

- 4) Alteration, restoration or replacement of a lawfully established dwelling, where ~~Subsections (A) or (B) apply where:~~
 - (A) **Alteration or restoration of a lawfully established dwelling that The dwelling to be altered, restored, or replaced has, or formerly had:**
 1. **Has Intact exterior walls and roof structures;**
 2. **Has Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;**
 3. **Has Interior wiring for interior lights; and**
 4. **Has a A heating system; ; and**

- (B) Unless the value of the dwelling was eliminated as a result of destruction or demolition, was assessed as a dwelling for purposes of ad valorem taxation since the later of:**
- 1. Five years before the date of the application; or**
 - 2. The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment; or**
- (C) If the value of the dwelling was eliminated as a result of destruction or demolition, was assessed as a dwelling for purposes of ad valorem taxation prior to the destruction or demolition and since the later of:**
- 1. Five years before the date of the destruction or demolition; or**
 - 2. The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment.**
- (D) In the case of replacement, is removed, demolished or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling. For replacement of a lawfully established dwelling under this section:**
- 1. The dwelling to be replace must be removed, demolished or converted to an allowable nonresidential use within three months after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055.**
 - 2. The replacement dwelling:**
 - a) May be sited on any part of the same lot or parcel.**
 - b) Must comply with applicable siting standards. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.**
 - c) Must comply with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:**
 - i. The dwelling is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or**
 - ii. No statewide map of wildfire risk has been adopted.**
- (E) An application under this section must be filed within three years following the date that the dwelling last possessed all the features listed under subsection (A) of this section.**
- (F) Construction of a replacement dwelling approved under this subsection must commence no later than four years after the approval of the application under this section becomes final.**

EXHIBIT B

Planning Commission Summary Memo

November 14, 2023



Clatsop County – Land Use Planning

800 Exchange Street, Suite 100
Astoria, OR 97103
(503) 325-8611 | (503) 338-3606 (Fax) | comdev@clatsopcounty.gov

TO: Planning Commission Members

CC: Anthony Pope, County Counsel
Land Use Planning Staff

FROM: Ian Sisson, Senior Planner
David Cook, Planner
Gail Henrikson, AICP, CFM – Community Development Director

DATE: November 14, 2023

RE: **2023 LEGISLATIVE UPDATES**

BACKGROUND

Oregon Revised Statutes (ORS) 197.646 requires that “a local government shall amend its acknowledged comprehensive plan or... land use regulations implementing the plan...to comply with a new requirement in land use statutes, statewide land use planning goals or rules implementing the statutes or the goals.” This statute also states that when a local government does not adopt the required amendments, the new requirements “apply directly to the local government’s land use decisions.” Failure to adopt or enforce the new requirements is “basis for initiation of enforcement action” against the local jurisdiction.

Per ORS 197.646(2), the Department of Land Conservation and Development (DLCD) is required to notify local governments when a new requirement in land use statutes, statewide land use planning goals or rules implementing the statutes or the goals requires changes to an acknowledged comprehensive plan or to land use regulations implementing either plan.

The proposed LAWDUC amendments included in **Exhibit A** are designed to incorporate legislative changes to ORS affecting land use. The amendments originate from legislation adopted by the Oregon Legislature during its 2023 regular session.

A summary of the relevant bills is provided below. The draft amendments were reviewed by the Planning Commission on October 10, 2023, in order to familiarize you with the legislation and amendments that will be required. It is anticipated that based upon your recommendation, two public hearings before the Board of Commissioners would be scheduled for December 13, 2023, and January 10, 2024.

LEGISLATIVE SUMMARY

[HB 2192 – Replacement Dwellings on Forest Land](#)

The Agriculture-Forestry Zone (AF) and Forest-80 (F-80) Zone currently allow alteration, restoration, or replacement of lawfully established dwellings on forest land subject to the standards listed in LAWDUC Section 3.9190(4), which require that the existing dwelling “has,”

- intact exterior walls and roof structures;
- indoor plumbing consisting of a kitchen sink, toilet and bathing facilities, connected to a sanitary waste disposal system;
- interior wiring for interior lights; and
- a heating system.

If the existing dwelling is to be replaced, the existing dwelling must be removed, demolished, or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling.

By contrast, for agricultural land in the Exclusive Farm Use Zone (EFU) and AF Zone, alteration, restoration, or replacement of lawfully established dwellings is allowed subject to the standards listed in LAWDUC Section 3.9140, which requires that the dwelling “has” or “formerly had” the features listed above.

HB 2192 aligns the standards for alteration, restoration, or replacement of lawfully established dwellings on forest land with the standards applicable on agricultural land by providing the opportunity to alter, restore, or replace dwellings that “formerly had” the required features; however, the application must be filed within three years following the date the dwelling last possessed all the required features. Additionally, construction of a replacement dwelling must commence no later than four years after approval of the application.

The bill also requires that the dwelling was assessed as a dwelling for purposes of ad valorem taxation since the later of five years before the date of the application or the date the dwelling was erected and became subject to property tax assessment. If the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling must have been assessed as a dwelling since the later of five years before the date of the destruction or demolition, or the date the dwelling was erected and became subject to property tax assessment.

Finally, a replacement dwelling must comply with the construction provisions of section R327 of the Oregon Residential Specialty code if the dwelling is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk or if no statewide map of wildfire risk has been adopted.

[HB 2898 – Use of Recreational Vehicles Following Natural Disasters](#)

HB 2898 is a revision to House Bill 2809 (2021). HB 2809 was a direct response to the recovery from the 2020 wildfires and allowed sitting of an RV as a dwelling on a lot previously occupied by a manufactured or single-family dwelling made uninhabitable by a natural disaster.

HB 2898 alters the original house bill to allow for occupancy of an RV for five years instead of 24 months. This bill is directly related to properties destroyed by the 2020 wildfires (August 1-September 30, 2020).

[SB 644 - Accessory Dwelling Units on lands zoned for rural residential use](#)

In 2023, the Clatsop County Board of Commissioners adopted Ordinance 23-03 which introduced a pathway for rural residentially-zoned lands to permit an Accessory Dwelling Unit (ADU). An ADU is a habitable structure that serves as an additional living space on a property that already contains a single-family dwelling. ADUs can be attached or detached to an existing dwelling and they contain living space, bathrooms, and kitchens. The standards described in Ordinance 23-03, which were implemented from House Bill 3012 and Senate Bill 391. SB 391 required the adoption of a statewide wildfire-risk map prepared by the Oregon Department of Forestry (ODF). While the map was initially developed and presented for public input, it was subsequently removed after many communities and individuals throughout the state raised concerns about the proposed map. ODF is currently in the process of refining the wildfire maps, but until that is completed, under SB 391, Clatsop County was not able to permit an ADU using those regulations.

Senate Bill 644 allows local jurisdictions to remove the wildfire-risk map component of their ADU regulations until the maps are fully developed and adopted. The regulations still require that the parcel is served by a fire protection service, that the ADU is adequately setback from adjacent resource zones, and that the ADU has proper access for firefighting equipment, safe evacuations and staged evacuations areas, and that all structures comply with the construction provisions of Section R327 of the Oregon Residential Speciality Code.

The proposed LAWDUC amendments would allow Clatsop County to implement the ADU regulations that Ordinance 23-03 allowed for.