



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

Wednesday, May 24, 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@co.clatsop.or.us

CONTACT:

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

www.co.clatsop.or.us

Join the meeting from your computer, tablet or smartphone ([Zoom link](#))

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 503 325 1000
Passcode: 384761

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at [public comment](#), emailing commissioners@co.clatsop.or.us or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

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

PROCLAMATION

- [1.](#) Proclaiming May 29, 2023 as Memorial Day recognizing all those who have made the ultimate sacrifice to our nation {Page 3}
- [2.](#) Older Americans Month Proclamation {Page 5}

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

CONSENT CALENDAR

- [3.](#) Approve the 2022-23 Budget and Appropriation Adjustments {Page 7}
- [4.](#) Intergovernmental Agreement #179187-0 with Oregon Health Authority (OHA) for the Biennium July 1, 2023 through June 30, 2025. {Page 12}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [5.](#) Annual Update to Strategic Plan 2021 (FY 23-24 Priorities) {Page 50}
- [6.](#) Ambulance Service Area Advisory (ASAA) Committee Appointments {Page 70}
- [7.](#) Appeal of Hearings Officer Decision – JJG ORE LLC Variance {Page 82}

PUBLIC HEARINGS

- [8.](#) Scheduling a Public Hearing regarding the Dissolution of the Skipanon Water Control District {Page 91}

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.co.clatsop.or.us

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

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Proclaiming May 29, 2023 as Memorial Day recognizing all those who have made the ultimate sacrifice to our nation

Category: Proclamation

Presented By: Carl Wiley, Veterans Service Officer, Clatsop Community Action

Issue Before the Commission: Approve the Resolution and Order proclaiming May 29, 2023 as Memorial Day and authorizing the Board Chair to sign.

Informational Summary: In 1968 Congress passed the Uniform Monday Act which declared the last Monday of May as Memorial Day. Memorial Day honors those who lost their lives while in service to their country.

Fiscal Impact: N/A

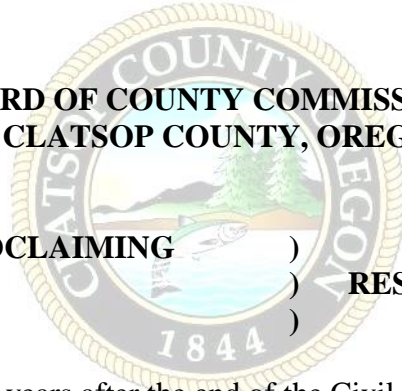
Requested Action:

Support the Resolution and Order proclaiming May 29 2023 as Memorial Day.

Attachment List

A. Proclamation

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
MAY 29, 2023 TO BE) RESOLUTION AND ORDER
MEMORIAL DAY)**

WHEREAS, in 1868, three years after the end of the Civil War, Major General John A. Logan declared May 30th as Decoration Day, the precursor to Memorial Day; and

WHEREAS, in 1968 Congress passed the Uniform Monday Holiday Act, which took effect in 1971 and declared the last Monday of May as Memorial Day; and

WHEREAS, the U.S. Department of Veterans Affairs estimates approximately 656,000 veterans have died in battle, 552,000 died in services—but not in battle, and 32.5 million have died after military service; and

WHEREAS, today, more than 3,500 veterans of the U.S. Army, Navy, Air Force, Marines, United States Space Force, and Coast Guard call Clatsop County home; and

WHEREAS, it is our responsibility and obligation to remember and demonstrate our gratitude for veterans who are no longer with us, as well as their birth and chosen families, keeping their stories alive; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Clatsop County does hereby proclaim May 29, 2023 as

Memorial Day

in Clatsop County and encourages the community to honor our fallen veterans; acknowledging their contribution and sacrifice to progress the nation’s pledge to justice and liberation.

DATED this 24th day of May, 2023

**BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Older Americans Month Proclamation
Category: Proclamation
Presented By: Larry Miller, Astoria Senior Center

Issue Before the Commission: Proclaiming May 2023 as Older Americans Month

Informational Summary: This year the theme is “Aging Unbound” with a focus on diverse aging experiences and how communities can combat stereotypes associated with aging. The goal is to make it clear that we all benefit when older adults remain engaged, independent, and included

Fiscal Impact: None

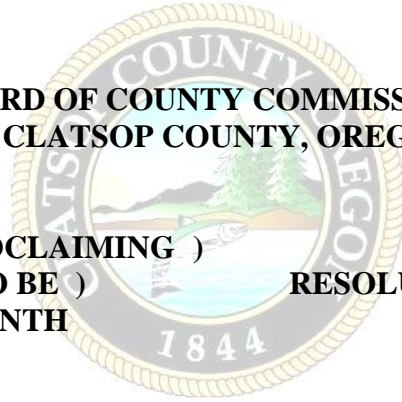
Requested Action:

Approve Resolution and Order proclaiming May 2023 as Older Americans Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
THE MONTH OF MAY TO BE) RESOLUTION AND ORDER
OLDER AMERICANS MONTH**

WHEREAS, this year, the Administration for Community Living designed the 2023 Older American Month theme, Aging Unbound, as an opportunity to explore diverse aging experiences and discuss how communities can combat stereotypes; and

WHEREAS, organizations like the Northwest Senior & Disability Services and Astoria Senior Center recognize the need to create a community that provides the services and supports older adults need to thrive and live independently for as long as possible; and

WHEREAS, we can work to build an even better community for older adults by:

- Planning programs that encourage independence.
- Promoting community and civic engagement opportunities.
- Increasing access to services that support aging in place.
- Ensuring activities are responsive to individual needs and preferences.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners does hereby proclaim May, 2023 as

“Older Americans Month”

in Clatsop County and invites all community members to join in this observance honoring those who came before us to build strong families and a strong community.

DATED this 24th day of May, 2023.

**BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Approve the 2022-23 Budget and Appropriation Adjustments
Category: Consent Calendar
Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Approve the 2022-23 budget and appropriation adjustments as required by ORS 294.463 and ORS 294.338.

Informational Summary: Attached is the R&O required by ORS 294.463 and ORS 294.338 for budget adjustments for fiscal year 2022-23. These adjustments are necessary to avoid being in violation of budget law as a result of the need to transfer funds between expense categories within an organizational unit, to transfer funds between organizational units within a fund, and to account for unanticipated grant revenue.

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

Fiscal Impact: The fiscal impact is \$0 as the expense adjustments are within categories of an organizational unit, between organizational units within a fund, and the adjustment for unanticipated revenue that will cover the exact cost of the expenses.

Requested Action:

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

Attachment List

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

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2022-23 budget and appropriations by) RESOLUTION AND ORDER
authorizing transfer of appropriations between)
categories within an organizational unit and)
between organizational units within a fund per)
ORS 294.463; and authorizing expenditure of)
unanticipated grant revenue per ORS 294.338)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2022-23 budget by transferring appropriations between categories within an organizational unit; between organizational units within a fund; and 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 294.463 and 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 24th Day of May 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A

2022-2023 Budget Adjustments

I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Road Admin & Support – Capital Outlay 002/3110/82-4300	\$5,200	
Road Admin & Support – Personnel Svc 002/3110/82-1088		\$5,200

Comment: An unanticipated expense occurred when a highly used printer stopped working and was beyond repair. Savings will be recognized in the Personnel portion of the budget, so appropriation authority is begin transferred between these two categories of expense.

Equipment Replacement – Telephones – 102/2001/82-2070	\$ 250	
Equipment Replacement – Software Maint. – 102/2001-82-2265	\$10,000	
Equipment Replacement – Capital Outlay – 102/2001/82-4200		\$10,250

Comment: The Equipment Replacement Fund, which is now operating as the Fleet Management Fund, had unanticipated expenses in Materials & Services that will be covered by a transfer from Capital Outlay, which is recognizing a savings this fiscal year.

Parks & Land Acq. – Unapp. Projects – 240/5815/82-2129	\$15,000	
Parks & Land Acq. – Contingency – 240/5815/82-9900		\$15,000

Comment: This transfer from contingency is due to unforeseen expenses, such as a modem failure on the Cullaby Lake fee machine and dock repairs at both Carnahan Park and Cullaby Lake.

Special Projects – Jail Office Furn/Equip – 100/2000/82-2457	\$300,000	
Special Projects – Jail Remodel – 100/2000/82-4096		\$300,000

Comment: We budgeted for all expenses related to the jail remodel out of Capital Outlay. Some expenses, such as office furniture and equipment, do not meet the Capital criteria. Therefore, a new line item was created in Materials and Services to accommodate those expenses. This adjustment is to move some of the appropriation authority from the Capital Outlay category of expenses to the M&S category.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Medical Examiner – Overtime – 01/2180/82-1945	\$29,500	
General Fund – Contingency – 001/9900/82-9901		\$29,500

Comment: Due to difficulty in hiring a fill-in Medicolegal Death Investigator, it was necessary for the Sheriff’s Office to cover the Chief MDI’s weekends and time off with Detectives. This resulted in increased overtime costs that will be covered by a transfer from Contingency.

III. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT AND A TRANSFER OF APPROPRIATIONS BETWEEN ORGANIZATIONAL UNITS WITHIN A FUND

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Human Resources – Contractual Services 001/1125/82-2471	\$130,000	
Human Resources – Personnel Services 001/1125/82-1098		\$100,000
General Fund – Contingency – 001/9900/82-9901		\$ 30,000

Comment: Human Resources budgeted for an additional FTE in Personnel Services, but due to unforeseen circumstances contracted with an Interim HR Director instead. This adjustment is necessary to move appropriation authority from the Personnel category of expenses, and from Contingency, to the Materials & Services category.

Animal Control – Animal Control Supr – 001/2800/82-1160	\$30,290	
Animal Control – Animal Control Coord. – 001/2800/82-1671	\$58,940	
Animal Control – Kennel Person – 001/2800/82-1680	\$ 8,900	
Animal Control – Remuneration – 001/2800/82-1947	\$ 1,890	
Animal Control – FICA – 001/2800/82-1950	\$ 2,310	
Animal Control – FMLA – 001/2800/82-1952	\$ 660	
Animal Control – Retirement – 001/2800/82-1955	\$11,000	
Animal Control – Medical Ins – 001/2800/82-1964	\$11,280	
Animal Control – Salary Cont. – 001/2800/82-1972	\$ 820	
Animal Control – Shelter Food – 001/2800/82-2765	\$ 4,000	
Animal Control – Fuel Vehicles – 001/2800/82-2852	\$ 2,070	
Animal Control – Utilities – 001/2800/82-2963	\$ 9,500	
Animal Control – Staff Assistant – 001/2800/82-1191		\$56,130
Animal Control – SAIF – 001/2800/82-1975		\$ 1,000
Sheriff Enforcement – Dep. Sheriff – 001/2200/82-1515		\$84,530

Comment: This adjustment is necessary primarily due to filling the vacant Animal Control Supervisor position with a sworn position at the same pay scale as a Sheriff’s Office Sergeant. This increased the cost in all areas of Personnel expenses. The primary reason for increases in the Materials & Services category is due to increased fuel and natural gas costs. These additional expenses will be covered by savings within other Animal Control line items, as well as a transfer from the Sheriff’s Enforcement Division since the Animal Supervisor was originally budgeted in this organizational unit.

III. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Drug & Alcohol Prev – OHA PE36 – 033/7156/81-6075	\$30,000	
Drug & Alcohol Prev – Contractual Svs – 033/7156/82-2471	\$30,000	

Comment: The unanticipated grant revenue is coming from OHA for the purpose of funding mini-grants to local agencies for the use of substance prevention. This adjustment increases both the revenue and the contractual expense of providing the mini-grants.

Mental Health – SE #4 – 033/7152/81-4543 - Revenue	\$ 10,820.39
Mental Health – SE #5 – 033/7152-81-4544 - Revenue	\$ 16,503.25
Mental Health – SE #13 – 033/7152/81-4545 - Revenue	\$ 58,545.84
Mental Health – SE #17 – 033/7152/81-4549 - Revenue	\$ 537.02
Mental Health – SE #20 – 033/7152/81-4560 - Revenue	\$106,719.55
Mental Health – SE #24 – 033/7152/81-4570 - Revenue	\$ 16,298.60
Mental Health – SE #25 – 033/7152/81-4575 - Revenue	\$243,483.74
Mental Health – SE #37 – 033/7152/81-3176 - Revenue	\$ 62,633.38
Mental Health – SE #38 – 033/7152/81-4593 - Revenue	\$ 7,390.59
Mental Health – SE #63 – 033/7152/81-4547 - Revenue	\$ 6,513.00
Mental Health – SE #65 – 033/7152/81-4546 - Revenue	\$ 2,750.00
Mental Health – SE #66 – 033/7152/81-4548 - Revenue	\$ 25,750.48
Mental Health – SE #81 – 033/7152/81-4552 - Revenue	\$ 3,900.00
Mental Health – SE #26A – 033/7152/81-4572 - Revenue	\$102,471.10
Mental Health – SE #35A – 033/7152/81-4574 - Revenue	\$ 4,914.36
Mental Health – SE #4 – 033/7152/82-3103 - Expense	\$ 10,820.39
Mental Health – SE #5 – 033/7152-82-3104 - Expense	\$ 16,503.25
Mental Health – SE #13 – 033/7152/82-3105 - Expense	\$ 58,545.84
Mental Health – SE #17 – 033/7152/82-3158 - Expense	\$ 537.02
Mental Health – SE #20 – 033/7152/82-3163 - Expense	\$106,719.55
Mental Health – SE #24 – 033/7152/82-3170 - Expense	\$ 16,298.60
Mental Health – SE #25 – 033/7152/82-3172 - Expense	\$243,483.74
Mental Health – SE #37 – 033/7152/82-3176 - Expense	\$ 62,633.38
Mental Health – SE #38 – 033/7152/82-3167 - Expense	\$ 7,390.59
Mental Health – SE #63 – 033/7152/82-3107 - Expense	\$ 6,513.00
Mental Health – SE #65 – 033/7152/82-3106 - Expense	\$ 2,750.00
Mental Health – SE #66 – 033/7152/82-3108 - Expense	\$ 25,750.48
Mental Health – SE #81 – 033/7152/82-3181 - Expense	\$ 3,900.00
Mental Health – SE #26A – 033/7152/82-3171 - Expense	\$102,471.10
Mental Health – SE #35A – 033/7152/82-3166 - Expense	\$ 4,914.36

Comment: The total amount of this adjustment is \$669,231.30 and it is due to numerous amendments to our Mental Health contract with OHA. Since all of these Service Elements (SE) are pass-through funding for CBH, we are increasing the revenue line items, as well as the expense line items.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Intergovernmental Agreement #179187-0 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, 2025.

Category: Consent Calendar

Presented By: Jiancheng Huang, CCDPH Director

Issue Before the Commission: Request of Authorization for County Manager to approve Intergovernmental Agreement #179187-0 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health as required by ORS 294.338 for a total of \$1,120,000.

Informational Summary: IGA 179187-0 awards funds for continuation of the following:

- Medicaid Administrative Claiming (MAC)
 - 1) Supplements the funding of CCDPH to reimburse the administration costs of work performed for the Medicaid population.
 - 2) Funds available 7/01/2023 – 6/30/2028.
- CCDPH has participated in the MAC program for over 15 years.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Public Health Agencies. This Agreement is in the amount of \$1,120,000.00 for the 5-year period ending 6/30/2028. A portion of this revenue is included in the proposed 2023-24 budget, therefore an R&O is not needed.

Requested Action:

Approve OHA IGA 179187-0 for \$1,120,000.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the County Manager to sign any subsequent amendments between OHA and Clatsop County Department of Public Health.

Attachment List

- A. Copy of Intergovernmental Agreement 179187-0 for a total of \$1,120,000.00
- B. OHA Document Return Statement

Agreement Number 179187

**STATE OF OREGON
INTERGOVERNMENTAL 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-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Clatsop County
820 Exchange Street, Suite 100
Astoria, OR 97103
Attention: Scott Huddleston
Telephone: (503) 338-3684
E-mail address: shuddleston@clatsopcounty.gov

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

OHA – Public Health
Maternal & Child Health, Center for Prevention & Health Promotion
800 NE Oregon Street, Suite 825
Portland, OR 97232
Agreement Administrator: David Anderson or delegate
Telephone: (971) 276-0412
E-mail address: David.v.anderson@oha.oregon.gov

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2028**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Definitions/Activity Codes
- (2) Exhibit A, Part 2: Statement of Work
- (3) Exhibit A, Part 3: Payment and Financial Reporting
- (4) Exhibit A, Part 4: Special Terms and Conditions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Subcontractor Insurance Requirements
- (7) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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 precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,120,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

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

- County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778

5. County Data and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____
County of Clatsop

Street address: 800 Exchange St., Suite 310

City, state, zip code: Astoria, OR 97103

Email address: jhuang@ClatsopCounty.gov

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

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 4700 Expiration Date: Renews Annually on July 1st

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County 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 County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County 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. County further acknowledges that in addition to the remedies under this Agreement, 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 County;

- (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County 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;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" 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) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

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.

Clatsop County

By:

_____	Don Bohn
Authorized Signature	Printed Name
County Manager	_____
Title	Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via E-mail by Jeffrey J. Wahl, Assistant Attorney General	March 2, 2023
Department of Justice	Date

EXHIBIT A
PART 1
DEFINITIONS/ACTIVITY CODES

- A1. Outreach and Application Assistance for the Medicaid Program:** means interviews, group meetings, phone contacts or home visits that inform Medicaid eligible and potentially Medicaid eligible individuals and their families about the benefits and availability of services provided by the Medicaid program. Additionally informing individuals and their families on how to access, use and maintain participation in all health care resources (i.e. Medicaid, Early Periodic Screening and Diagnostic Testing, etc), creating and/or disseminating materials to inform children and families about Medicaid and assisting them to make application for Medicaid eligibility (i.e. collecting information for the Medicaid application, helping to complete necessary forms for the Medicaid application, and updating of forms as necessary if a child or family's circumstances change), related staff travel and paperwork.
- A2. Outreach and Application Assistance for Non-Medicaid Programs:** means activities that assist the patient/client in gaining access to non-Medicaid services, effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women's Infant and Children Program ("WIC"), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Activities that assist the client in applying for these services, including form preparation, related staff travel and paperwork.
- B1. Referral, Coordination, Monitoring, and Training of Medicaid Services:** means making referrals for and coordinating the delivery of diagnostic and preventive service and treatment for health, vision, dental, developmental, mental health, substance abuse and other Medicaid services. Includes staffing to coordinate Medicaid case plan services (participation in multidisciplinary team meetings, conferencing on health, developmental issues, consultations), gathering background information and supportive information, such as medical histories, writing case plans, or summaries and preparing and/or presenting materials for case review, arranging for health services and coordinating services (i.e. psychological counseling, health, substance abuse counseling and consultation, inpatient services), related staff travel and paperwork.
- B2. Referral, Coordination, Monitoring, and Training of Non-Medicaid Services:** means making referrals for and coordinating the delivery of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services) arranging transportation for these services and related staff travel and paperwork.
- C1. Medicaid/OHP transportation and translation:** means assisting an individual to obtain transportation to services covered by OHP, arranging for or providing

translation services to facilitate access to OHP services. Include related paperwork, clerical activities or staff travel required to perform these activities.

- C2. Non-Medicaid/OHP transportation and translation:** means assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.
- D1. System Coordination Related to Medicaid Services:** means working internally and with other agencies to improve Medicaid health services, identify gaps in services, expand health and medical services; and improve capacity to engage in medical assistance services and to expand access and linkage to medical and health services and their utilization by medical assistance target populations, gathering information about the target population to improve early identification of health and developmental problems; related staff travel and paperwork.
- D2. System Coordination Related to Non-Medicaid Services:** means working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid activities, expand access and linkage to non-Medicaid services, their utilization by target populations; related staff travel and paperwork.
- E. Direct Health Care Services:** means providing direct health care services to a patient, such as well baby checkups, immunizations, disease management, counseling, and including medical case management or other activities that are an integral part or extension of a patient's visit. Included is all related paperwork, clerical activities, staff time, or travel required performing these services
- F. Other Work Activities:** means all other paid work activities that do not fall under one of the above categories. Time off for vacation, sick leave, family leave, holidays, jury duty, paid lunchtime, comp time, and any other time away from work if the time is paid. Such activities may include payroll, maintaining inventories, developing budgets, general supervision, etc. All related paperwork, clerical activities, or staff travel would also be included.

EXHIBIT A

Part 2 Statement of Work

1. BACKGROUND

Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures. States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Service for proper and efficient administration of the state Medicaid plan. The process applicable to claiming administrative costs is referred to herein as Medicaid Administrative Claiming or MAC.

OHA and County intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic area(s) served by the County. Under the Agreement, County will perform Title XIX administrative activities, and OHA will reimburse County for the cost of performing these administrative activities. County will provide, through its own staff and through subcontracts, outreach, health care coordination, and other medical assistance related administrative activities that support OHA’s administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan.”).

2. STATEMENT OF WORK

County shall directly and through subcontracts approved by OHA provide to Medicaid-eligible clients allowable Title XIX administrative activities as follows: (a) Outreach and Application Assistance for the Medicaid Program; (b) Referral, Coordination, Monitoring, and Training of Medicaid Services; (c) Medicaid/Oregon Health Plan (“OHP”) transportation and translation; and (d) System Coordination Related to Medicaid Services, (collectively, the “Work”), which are further defined in Exhibit A Part 1, attached and hereby incorporated by reference as part of this Agreement.

a. County Responsibilities. The County shall perform the following:

- (1) No later than one working day prior to the first day of an upcoming quarter, send to the Multnomah Education Service District (“MESD”) a list of those eligible county employees and/or subcontractor employees designated to complete and submit required time study surveys during the subject quarter, hereinafter referred to as the “cost pool”. Eligible employees are those whose training / retraining in MAC is current, as defined by OHA and certified according to OHA requirements.
- (2) Utilize the specific Time Study Activity Codes as set forth in Exhibit A, Part 1 (“Activity Codes”), approved by OHA and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid (“CMS”) to document all time spent by cost pool on all activities listed in Exhibit A and to claim all costs under this Agreement for allowable Medicaid

administrative activities. Specifically, County shall use the Activity Codes to document all time spent on all activities listed in Exhibit A (“Documented Time”) throughout four (4) specifically identified days per claiming quarter (“Survey Days”). OHA shall randomly select the Survey Days and notify County in advance of the Survey Days selected.

- (3) Facilitate training to its employees and subcontractors on the implementation of the Time Study and Activity Codes to ensure County’s employees and subcontractors make claims only for allowable Medicaid administrative activities, availing training tools and training sessions as provided by OHA.
- (4) Submit all MAC information to the Multnomah Education Service District (“MESD”) for MESD’s preparation of claiming information documents and subsequent MAC claims to OHA. In accordance with its agreement with OHA, MESD will post on secure Internet site quarterly claiming information for County’s review and approval. Steps in the approval process shall be as follows:

- (a) Within one week of posting by MESD of a County’s claim, OHA shall send an electronic invoice to a designated contact at County. Invoice shall bill County for State match portion of Medicaid funds, more specifically described in Exhibit A, Part 3. County shall have one week from the date it receives the invoice to review and notify the OHA Contract Administrator in writing of its disapproval—if any—of the document. At the time County disapproves a quarterly claiming information document, County must provide corrected information to OHA Contract Administrator. County shall send such notices to OHA Agreement Administrator at the address indicated on the face page of this Agreement.
- (b) If the County’s total Documented Time throughout a quarter’s Survey Days is equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, whether Documented Time or otherwise (“Total Time”), County shall provide OHA with an acceptable explanation for the percentage of Documented Time to Total Time.

If the explanation is acceptable to OHA and remains the same over time even through County's total Documented Time throughout the Survey Days continues to be equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, then upon approval by OHA, County shall maintain supporting documentation and will not be required to provide an explanation to OHA unless circumstances supporting the explanation change significantly. In that case County shall submit acceptable documentation prior to payment. OHA reserves

the right to request at any time documentation concerning County's Documented Time and an explanation for that documentation.

Notwithstanding that actual percentage of Documented Time throughout the Survey Days, County shall document explanation of Documented Time for any individual that is equal to or exceeds fifty percent (50%) of that individual's Total Time throughout any Survey Day.

- (c) County shall signify its approval of the claim by signing and dating the invoice and sending it with enclosed payment of the 50% match (as explained in Subsection a. (13) of this Section) to the address given on the invoice.
- (5) Be responsible for creating its own claiming information documents in order to document the bases for MAC claims submitted to OHA, in the event that the Agreement between OHA and MESD expires or terminates prior to the expiration or termination of this Agreement.
- (6) Provide MESD with its actual and current cost pool data, and Medicaid eligible percentage for the claimed quarter, within 30 days after the end of each quarterly claiming period, in the form of a quarterly report submitted in required pro forma. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee who met eligibility requirements for participation in the claimed quarter's cost pool.
- (7) Ensure that all MAC claims for the Work are in accordance with requirements applicable to MAC claims in OMB Circular A-87 and the State Medicaid Plan, which are incorporated herein by this reference. The Work for which County claims reimbursement must be directly related to the administration of the State Medicaid Plan for FFP to be available.
- (8) Obtain OHA's prior written approval of any subcontracts proposed by County for the purpose of carrying out the Work under this Agreement, by:
 - (a) Providing OHA with a draft copy of each subcontract; and
 - (b) Upon obtaining OHA verbal approval of each subcontract, submitting to OHA a copy of the signed subcontract.
- (9) Monitor subcontracts to ensure that the Medicaid administrative activities and costs being tracked and billed to County by subcontractors are allowable and related to the purpose of this Agreement.
- (10) Monitor compliance with the requirements of this Agreement and maintain such records that support the quarterly claiming information documents and MAC claims for the Work performed, including but not limited to: position data, and salary and benefit information pertaining to relevant cost pool members, to include clear identification of federal portions of salary and benefits and the process by which those federal funds are removed from cost pool information prior to the information's

submittal to MESD. As specified by OHA, other information applicable to the Work provided under this Agreement may be required in order for OHA to approve a claim.

- (11) Upon request from OHA, the Oregon Department of Justice, Medicaid Fraud Unit, the Secretary of State's Office, or the federal government, make available all records that support the quarterly MAC claims to OHA for Work performed.
- (12) Assure that Medicaid eligible children and families receiving assistance under this Agreement are free to accept or reject Medicaid services and are free to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
- (13) Pay OHA for the State match portion of Medicaid funds for MAC claims submitted to OHA, and the OHA intergovernmental charge, as more specifically described in Exhibit A, Part 3.
- (14) Use the OHA-provided Medicaid-eligible percentage for County in its cost calculations unless another statistically based calculation has been approved by OHA.

b. OHA responsibilities. OHA will:

- (1) In accordance with Section 2.a.(4) of this Exhibit, upon receipt of a signed invoice and payment from County of its 50 percent match in accordance with its approval of the claiming information produced by MESD, submit the resulting MAC claim to the federal government for payment.
- (2) Within 30 days of receipt of the County's match, pay the County's claim for the quarter.
- (3) Provide technical assistance and training to County, its employees, all County subcontractors and County subcontractors' employees on the use of MESD's web-based Time Study tool and Activity Codes, and all other processes and claiming information documents necessary for County's MAC claims.
- (4) Assist County in the review of and provide comments on the subcontracts between County and its subcontractors to carry out Work under this Agreement. OHA's review of subcontracts is not made for the purpose of providing legal advice to County. OHA will provide written approval of any subcontracts proposed by the County.
- (5) Provide assistance to County in the identification of Medicaid administrative activities eligible for reimbursement under this Agreement and reimburse County as described in Exhibit A, Part 3.
- (6) Assist County in responding to any federal Medicaid compliance issues.

EXHIBIT A

Part 3 Payment and Financial Reporting

1. Payment Provisions.

County shall send all invoices to OHA's Agreement Administrator at the address specified on page 1, or to any other address as OHA may indicate in writing to County. County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. The State share for Medicaid administrative activities County will provide under this Agreement is 50% (fifty percent) of the total allowable costs attributable to Medicaid administrative activities. County shall pay to OHA, through an Intergovernmental Transfer (IGT) that is in accordance with Section 1903(w)(7)(G) of the Act, 50% (fifty percent) of the total allowable costs of providing Medicaid administrative activities, which represents the State match portion of the Medicaid expenditures.

The State match funds County transfers to OHA shall be public funds that are not federal funds, or shall be federal funds authorized by federal law to be used to match other federal funds. OHA shall then pay County the total allowable costs of providing Medicaid administrative activities in arrears on a quarterly basis. OHA shall claim the FFP amount from CMS.

Allowable administrative Medicaid costs are separate from any other direct Medicaid or other services that may be provided by County pursuant to separate Medicaid funding agreements or authorizations. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall County be reimbursed more than the actual cost of the activities claimed by County under this Agreement.

2. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under this Agreement is specified in Section 3 of this Agreement. OHA will only pay for Work performed and documented in accordance with Exhibit A, Part 2, Section 2.a., of this Agreement, and otherwise permitted by Medicaid.
3. County shall reimburse OHA 50% (fifty percent) of the amounts paid to County under this Agreement for the State match portion, as specified in Section 5 below.
4. For purposes of this Agreement, all MAC claims submitted to OHA by MESD are deemed to be submitted by County. County shall submit MAC claims for Medicaid allowable administrative activities only. Medicaid does not pay for administrative

expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

5. County shall submit to MESD quarterly, in arrears, all cost pool data, utilizing the MESD web-based time study tool, for the Medicaid administrative costs claimed under this Agreement. County shall review the amount of Medicaid administrative costs as calculated by the MESD web-based time study tool, and shall approve these costs as the County's claim, when the County agrees that the calculation is correct. The costs shall be calculated by the MESD tool, according to the federal formula, which is found in the Medicaid Administrative Claiming Public Health Manual, Version 4.0, and provided to the County by OHA.
 - a. County shall pay by IGT to OHA quarterly upon invoice from OHA for:
 - (1) The State match portion which is equal to 50% (fifty percent) of the amount claimed by County and accepted by OHA for the total allowable Medicaid administrative costs; and
 - (2) An OHA quarterly intergovernmental charge of \$20.00 per cost pool member, this charge to be assessed for all quarters.
 - b. OHA will reimburse County in arrears on a quarterly basis for the total allowable costs of providing Medicaid administrative activities.
6. County certifies by its signature to this Agreement that for the purposes of 42 CFR § 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds. County further certifies by its signature to this Agreement that these funds will not be committed or earmarked for non-Medicaid activities, nor will be contractually obligated for provision of health care services to the indigent or for any other non-Medicaid activity.
7. County shall be financially responsible for the final amount of any claim for services provided under this Agreement that CMS or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by County unallowable, OHA shall provide County written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, County shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that County wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to County under this Agreement, or any payment to County from OHA under any other contract or agreement between County and OHA, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.
8. **Travel and Other Expenses.**

OHA will not reimburse County for any additional expenses under this Agreement.

EXHIBIT A

Part 4 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks. Reserved.**
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, 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. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this

Agreement (a) have been duly authorized by all necessary action by County and (b) 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 or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County 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 County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) 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 and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA 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 OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered

by OHA and constitutes a legal, valid and binding obligation of OHA, 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. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments 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 Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall 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 payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. Effect of Termination.**
- a. **Entire Agreement.**
 - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon 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. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and 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. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County 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 meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- 17. Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

 - a.** County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- 20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. 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.
- 22. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 23. 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.
- 24. Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 25. 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, or mailing the same, postage prepaid to County or OHA 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 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 forgoing, 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.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818

- 26. Headings.** 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.
- 27. Waiver.** 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. Reserved.**
- 29. 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 County (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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 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. 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), the 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 the State in such proportion as is appropriate to reflect the relative fault of the County 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 County 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 County'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.

- 30. Indemnification by Subcontractors.** County 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 County'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.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may

agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a.** Cancel or modify the stop work order by a supplementary written notice; or
- b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (Contractor) 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, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

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 shall 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.

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 contract, 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.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract 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 Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your 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.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will 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 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 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 Contract, for a minimum of 24 months following the later of:

- (i) Contractor ’s completion and Agency’s acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. 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 contract. 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 Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall 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.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and

- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
- 14. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 179187-0 , hereinafter referred to as "Document."

I, Don Bohn County Manager
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clatsop County Dept. of Public Health by email.

Contractor's name

On 03/08/2023 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Annual Update to Strategic Plan 2021 (FY 23-24 Priorities)
Category: Business Agenda
Presented By: Amanda Rapinchuk, Management/Policy Analyst

Issue Before the Commission: Adoption of proposed Annual Update to Strategic Plan 2021

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

1. Examine the County's progress implementing current priorities,
2. Consider what needs to be prioritized for FY 23-24, and
3. Update Strategic Plan 2021 accordingly.

This planning process has consisted of the following activities:

- Strategic Plan Review (October 2022)
- Board, Staff, & Stakeholder Survey (October 2022)
- Strategic Planning Retreat #1 (December 2022)
- Board Survey (December 2022)
- Strategic Planning Retreat #2 (January 2023)
- Strategic Planning Retreat #3 (April 2023)

The attached proposed Annual Update is the result of this work.

Fiscal Impact: Clatsop County's proposed FY 23-24 Budget includes spending plans that represent the priorities identified in the proposed Annual Update.

Requested Action:

Adopt the proposed Annual Update to Strategic Plan 2021.

Attachment List

- A. Proposed Annual Update to Strategic Plan 2021 (FY 23-24 Priorities)



ANNUAL UPDATE
FY 23-24 PRIORITIES
PROPOSED



STRATEGIC PLAN 2021

Agenda Item #5. CLATSOP COUNTY

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CLATSOP COUNTY BOARD OF COMMISSIONERS



Mark Kujala
District 1
Chair



Courtney Bangs
District 4
Vice Chair



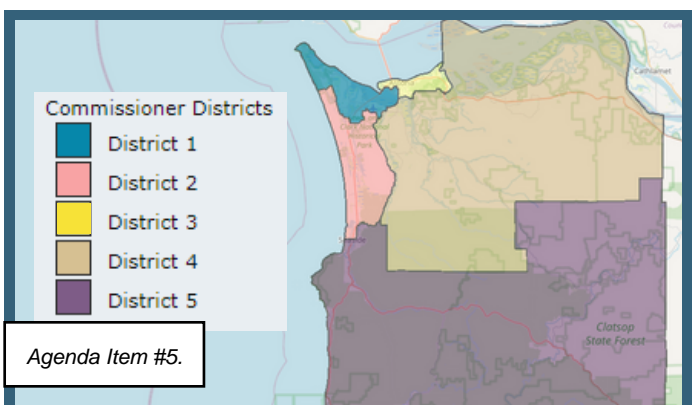
John Toyooka
District 2



Pamela Wev
District 3



Lianne Thompson
District 5



Mission

Clatsop County will:

- Identify the broad services it understands community members want and are willing to support
- Provide those services effectively, efficiently, equitably, within budget, and in partnership with other public, nonprofit, and private sector service providers.

Vision

In a world of change and uncertainty, people trust Clatsop County to provide public services and facilities in an effective, efficient, and equitable manner.

Guiding Values

Engagement and Collaboration

Leadership in County-wide coordination of services and problem solving by bringing together, engaging, listening to, and cooperating with community members and stakeholders of diverse backgrounds, experiences, thoughts, and perspectives.

Effectiveness and Efficiency

Decision-making and operations that effectively and efficiently achieve outcomes consistent with the vision.

Equity

Equitable treatment, access, opportunity, and advancement for all.

Transparency and Accountability

Public policy decisions are made in open meetings. The County is accountable for its decisions and their implementation.

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Appendix:
FY 2023-24
Tier 3 Priorities

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COUNTY MANAGER'S MESSAGE

Don Bohn

Sometimes it seems like the only constant we've experienced over these past few years in our County, state, and nation has been change.

Managing change is hard, yet when we take the time to thoughtfully plan and set priorities, change can be transformative.

The Clatsop County Board of Commissioners adopted a [strategic plan](#) in January 2021, setting a direction for our future that holds County government employees accountable for turning the Board's vision and values into reality.

Each year since, your Clatsop County Board of Commissioners has gathered to reassess their plan, address new challenges, and determine how we as a County and community can become more resilient and navigate forward in a sustainable manner.

The Fiscal Year 23-24 priorities once again reflect our County's commitment to transparency and fiscal stewardship. They are realistic, detail our priorities and fiscal challenges, and set important benchmarks with results we will strive to attain.

We are at a pivotal point as a County and community, and this plan can help guide us through any rough waters ahead. But before we take a look at future plans, we want to highlight and celebrate key strategic plan accomplishments. They remind us that when we face challenges together and take thoughtful action, we make our County stronger.

A handwritten signature in blue ink, appearing to read "Don Bohn", with a large, stylized flourish at the end.

OUR PROGRESS

HOUSING

The lack of affordable and transitional housing is a critical issue impacting individual and family decisions regarding staying in or moving to Clatsop County.

- Through the state grant [Project Turnkey 2.0](#), Clatsop County purchased the Columbia Inn in Astoria, began renovations to transform it into an emergency shelter that can house up to 75 individuals, and is entering into agreements with local nonprofit organizations to run the shelter.
- Clatsop County is formalizing [a land transfer process](#) where local municipalities and nonprofit organizations can request Clatsop County land that the County received through tax foreclosures. The City of Seaside has received land parcels and is looking at turning the space into affordable housing.
- An online [dashboard](#) was created for the public and municipalities. It maps all known affordable housing units within Clatsop County and shows new housing development – market-rate, workforce, and affordable— in real-time.
- The Clatsop Regional Housing Taskforce is a partnership between representatives from each city and the County (elected officials and staff), as well as local school districts and hospitals. Together we are identifying and supporting regional solutions to address residents' housing needs.
- Pre-development grants are made available for affordable housing initiatives.

CHILDCARE

Clatsop Child Care Advisory Group established a [grant program](#) to support retention and expansion activities for local child care programs.



COMMUNICATIONS PLAN

The County has implemented our new communications plan and now provides more timely and relevant information to residents, businesses, and guests. The County communicates daily through social media channels and provides in-depth information through our online [Weekly Bulletin](#).

The Communications team developed strong working relationships with the [Emergency Management Department](#), ensuring the public was kept well-informed during five wildfires, two summer air quality advisories and three winter storm advisories.

CONSOLIDATED 9-1-1 DISPATCH STUDY

This is an ongoing collaboration with city partners to develop a feasible plan to integrate/consolidate 9-1-1 emergency communications. The benefits to our community would include faster response times and an easing of staffing shortages at 9-1-1 call centers.

OUR PROGRESS

COMPLETED STUDY OF ANAEROBIC BIODIGESTER

Waste from high strength organic waste feedstocks produced by breweries/distilleries, seafood processors, and septage haulers need special attention. That is why Clatsop County, local cities, and industries came together to study the feasibility of siting an anaerobic biodigester to address this kind of waste.

The next step is identifying a project champion who will take the lead on moving this project further.

FAIRGROUNDS MEMORANDUM OF UNDERSTANDING

Clatsop County worked closely with the [Clatsop County Fair Board](#) to update our agreement.

The County now supervises county fair employees while the Fair Board retains their governance and oversight responsibilities.



UPDATED BUDGETING PROCESS

County management continues to work with the Board of Commissioners and the citizen [Budget Committee](#) members to improve the budget process and document. The [budget document](#) guides budget and staff priorities and serves as a statement of the strategic initiatives of the County.

PURCHASE/SALE OF NORTH COAST BUSINESS PARK

Clatsop County Board of Commissioners approved the sale of the North Coast Business Park in Warrenton. The property is near U.S. Highway 101, just north of S.E. Ensign Lane.

The park is one of the last major industrial parcels of land in Clatsop County that is potentially developable and has access to the major highways and the airport. The County bought the acreage in 1991.

Possible uses would be in accordance with the City of Warrenton's zoning.



SOLID WASTE FRANCHISE ORDINANCE

A Solid Waste Franchise allows local governments to better regulate the waste collection industry. This includes amounts charged for collection and services that are offered —such as recycling. The County also will receive a franchise fee from the Waste Collectors participating in the Franchise agreement.

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STRATEGIC PLAN FOCUS AREAS

The Clatsop County Board of Commissioners' fiscal year priorities are organized in five focus areas:

Governance – How we will effectively, efficiently, and transparently choose and deliver key valued services that are consistent with our vision, mission, and guiding values.



Infrastructure – How we will build or maintain public spaces and utilities, such as roads, water, and wastewater treatment plants and pipes.



Economic Development – How we will help create and sustain a strong, diverse, and resilient economy now and for generations to come.



Environmental Quality – How we will protect, conserve, and promote the sustainability of natural resources in our intertwined ecosystem that provide life and sustenance to the County.



Social Services – How we will promote community well-being and provide services that improve the quality of life for individuals and families in collaboration with our state, regional, and community partners.



The following pages detail the adopted Strategic Plan priorities for Fiscal Year 2023-24 (July 1, 2023-June 30, 2024) and how the Board of County Commissioners and County employees will address them.

- Tier 1 - High Importance
- Tier 2 - Medium Importance
- Tier 3 - Low Importance (appendix)

FY 2023-24 PRIORITIES

TIER 1

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Sustainable Operations Plan

- **Action:** Create a plan for sustainable County operations that addresses:
 - How and what the County procures,
 - Feasible energy efficiency goals for County facilities and equipment, and
 - Fiscal sustainability.
- **Result:** Adopt plan
- **ESTIMATED COMPLETION:** JUNE 2024

Consolidated Emergency Communications

- **Action:** Continue collaboration with city partners to develop a feasible plan for integrated/consolidated emergency communications (9-1-1).
- **Result:** Governance model for County-wide integration of emergency communications (9-1-1)
- **ESTIMATED COMPLETION:** JUNE 2024

Transportation Safety Improvements

- **Action:** In collaboration with the State, develop a County/State plan with initiatives for safety improvements along County and State roads and HWYs.
- **Result:** County/State plan and identified initiatives
- **ESTIMATED COMPLETION:** JUNE 2024

Economic Development Strategies Plan

- **Action:** Implement feasible recommendations from the County's assessment of barriers to development in local code. Engage local jurisdictions and partners in discussions to consider creating a County-wide economic development plan or strategy for each sector.
- **Result:**
 - Adopt changes to County development code
 - Develop a regional consensus regarding the pursuit of a County-wide economic development plan or strategy for each sector.
- **ESTIMATED COMPLETION:** JUNE 2024

FY 2023-24 PRIORITIES TIER 1

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

FEMA BiOp

The [Biological Opinion \(BiOp\)](#) is a report issued by [NOAA](#) and the [National Marine Fisheries Services](#) that identifies the potential impacts to endangered species and habitats caused by [FEMA's National Flood Insurance Program](#).

- **Action:** Continue advocating for County's concerns and interests regarding the FEMA BiOp by:
 - Engaging with the State legislature,
 - Participating in the [NEPA](#) process, and
 - Participating in any form of the regulation process for floodplain management.
- **Result:** Plan for implementing required changes
- **ESTIMATED COMPLETION: SEPTEMBER 2025**

Child Care

- **Action:** Continue supporting the expansion of local child care services through the [County's Retention and Expansion Child Care Grant Program](#).
- **Result:** Distribute FY 23-24 award to grant recipients
- **ESTIMATED COMPLETION: JUNE 2024**

FY 2023-24 PRIORITIES TIER 2

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Community and Stakeholder Engagement

ACTION Develop a community engagement plan for the County.

RESULT: Adopt plan

ESTIMATED COMPLETION: JUNE 2024

Equitable Access to County Services

ACTION: Create a plan to ensure equitable access to County services.

RESULT: Adopt plan

ESTIMATED COMPLETION: DECEMBER 2025

Rural Broadband Expansion

ACTION: Support private sector initiatives to enhance internet/broadband infrastructure in underserved and rural areas of the County.

RESULT: Plan for next steps

ESTIMATED COMPLETION: JUNE 2024

Tide Gates, Levees, and Dikes

ACTION: In collaboration with local districts, evaluate the current condition of existing tide gates, levees, and dikes and develop a work plan for addressing the identified needs.

RESULT: Work plan

ESTIMATED COMPLETION: DECEMBER 2024

Increase Workforce Housing Inventory

ACTION: Continue participating in the Clatsop Regional Housing Taskforce and develop a plan or identify a strategy to support workforce housing development within the County.

RESULT: County plan or strategy

ESTIMATED COMPLETION: JUNE 2024

FY 2023-24 PRIORITIES TIER 2

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Homelessness Initiatives/Actions

ACTION: Develop a long-term plan to support sustainable operations at the new Columbia Inn emergency shelter.

RESULT:

- Plan for sustainable operations at the Columbia Inn.

ESTIMATED COMPLETION: JUNE 2025

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APPENDIX:
FY 2023-24
TIER 3 PRIORITIES

FY 2023-24 PRIORITIES

TIER 3

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Carrying Capacity Analysis

- **ACTION:** Conduct an analysis of the carrying capacity of water infrastructure (such as water availability and wastewater management) in the Lewis and Clark area.
- **RESULT:** Recommendations created from carrying capacity analysis
- **ESTIMATED COMPLETION:** JUNE 2026

Evacuation Routes

- **ACTION:** Begin implementation of the County's [Tsunami Evacuation Facilities Improvement Plan \(TEFIP\)](#) by designating land for assembly areas.
- **RESULT:** County land designated for assembly areas (designated places for evacuees and survival equipment in the event of a tsunami)
- **ESTIMATED COMPLETION:** JUNE 2026

Impacts of Sea Level Rise on Public Infrastructure

- **ACTION:** Work in partnership with the City of Cannon Beach, Fort Stevens State Park, the Department of Land Conservation and Development, and a [NOAA Coastal Management Fellow](#) to develop a plan for sea level adaptation.
- **RESULT:** Plan for unincorporated Clatsop County
- **ESTIMATED COMPLETION:** MAY 2024

Water Quality & Quantity Monitoring

- **ACTION:** Continue engaging with local watershed councils and identify how to support their work.
- **RESULT:** Plan for support
- **ESTIMATED COMPLETION:** DECEMBER 2024

FY 2023-24 PRIORITIES

TIER 3

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Management of Septage

- **ACTION:** Collaborate with cities and haulers to identify a pathway for local acceptance of septage. Work with the regional [Community Action Team](#) to disburse septage assistance grants.
- **RESULT**
 - A strategy for local acceptance of septage
 - Grant recipients
- **ESTIMATED COMPLETION:** JUNE 2025

Behavioral Health Crisis Stabilization Plan

- **ACTION:** Facilitate/coordinate round table discussions with community providers about next steps for expanding the County's behavioral health crisis stabilization capacity.
- **RESULT:** Strategy for next steps
- **ESTIMATED COMPLETION:** JUNE 2025

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Ambulance Service Area Advisory (ASAA) Committee Appointments
Category: Business Agenda
Presented By: Tiffany Brown, Emergency Manager

Issue Before the Commission: To appoint/reappoint members to the Ambulance Service Area Advisory Committee.

Informational Summary: The ASA Advisory Committee meets quarterly to review the ASA Plan, gather input, recommend revisions and hear concerns regarding the service provided by Medix. The Committee is facilitated by the County Emergency Manager and staffed by the Public Health Director and/or County Health Officer.

The following is current committee roster:

APPLICANTS			
Name	Commissioner District	Occupation	Term Expiration
Brian Alsbury	1	Fire Chief	6/30/26
Agnes "Kathy" Gantz	2	Registered Nurse PSH	6/30/26
Jill Tillotson	3	Registered Nurse CMH	6/30/25
Shelly Solum	4	Office Manager	6/30/26
Kyle Gorman	5	Retired	6/30/26
Bonnie Thompson	4	Healthcare Consultant	6/30/26
CURRENT MEMBERS			
Mark Reckmann	5	Fire Chief	6/30/2024
Duane Johnson	5	Realtor	6/30/2023
Regina Mysliwiec MD	3	Physician	3/10/2023
Jill Tillotson	3	Registered Nurse	6/30/2023
Lila Wickham	5	MRC Coordinator	3/10/2024
Thomas Duncan, MD	3	Physician	N/A
Tom Strecker	2	Medix Manager	N/A

Shannon Berry, MD.	3	Physician	7/2024
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The ASAA Committee has the need to fill 6 positions-- one reappointment and 5 vacant positions. Two of the vacant positions (a 2nd registered nurse and 2nd fire representative) were recently created to enhance membership. The remaining three vacancies are Citizen member positions that are either currently unfilled or set to expire June 30.

Jill Tillotson is seeking reappointment for a third term ending 6/30/25 and represents Columbia Memorial Hospital in filling a registered nurse position. Tillotson has served as vice-chair for the past several years.

Agnes “Kathy” Gantz is a registered nurse who serves in the emergency room at Providence Seaside Hospital. She has applied to fill a first term ending 6/30/26 as the 2nd registered nurse position that was recently created to ensure representation by both hospitals.

Brian Alsbury has indicated interest in the 2nd fire position, which was recently created to ensure a voice for both city and rural fire service agencies. With a rural fire chief already serving on the ASAA, Alsbury would fill the city department vacancy expiring 6/30/26.

With respect to the three Citizen member positions, the Committee received three applications: Shelly Solum, Kyle Gorman, and Bonnie Thompson each applied to serve as Citizen members on the ASAA Committee for terms ending 6/30/26. Each brings relevant skills, knowledge and experience to the position(s).

At the April 11 meeting, the ASAA Committee reviewed applications, engaged in discussion, and made motions to recommend applicants. At the April 26 BCC Work Session identified to discuss the matter, there was no discussion.

Fiscal Impact: None

Requested Action: “I move to appoint _____, _____, and _____ to citizen positions, _____ to the ex-officio registered nurse position, and _____ to the ex-officio fire representative position, each with terms expiring 6/30/26; and to reappoint _____ to the registered nurse position with a term expiring 6/30/25. These terms will begin July 1, 2023.

!

Attachment List

- A. ASAA Meeting Minutes DRAFT for 04/11/23
- B. Committee Applications

Committee Vacancies: Submission #48

Date

Tue, 02/21/2023 - 00:00

Applicant Information

Shelly Solum

35441 Homer Ln

Astoria. 97103

solum9183@q.com

5034405059

Current Occupation

Office Manager

Years Resident of County

55

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

Ambulance Service Advisory Council

Background (relevant education, training, experience, etc.)

I was employed at Medix Ambulance from 1993 - 2012. I was an EMT, I also trained as a dispatcher, the wheelchair van supervisor, and also created the reports for this committee. I also was a volunteer at Lewis & Clark fire

Describe your interest in serving on this Committee, Board or Commission:

I would love to see the process from the other side.

Committee Vacancies Application: Submission #47

Date

Thu, 02/09/2023 - 00:00

Applicant Information

Bonnie Thompson
94486 Rudat Road
Astoria. 97103
emailbonniethompson@gmail.com
503-338-9074

Current Occupation

Consultant - Health Care

Years Resident of County

10

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

Ambulance Service Advisory Council

Background (relevant education, training, experience, etc.)

Bonnie M. Thompson
94486 Rudat Road, Astoria, OR 97103
503-338-9074, emailbonniethompson@gmail.com
<https://www.linkedin.com/in/bonniemthompson>

SUMMARY

Innovative, energetic, creative and compassionate change leader with a proven record of setting and attaining strategic goals. Thrives in a fast-paced, relationship-based environment. Skilled at designing and implementing data-based solutions. Delights in leading teams toward action-based solutions to complex challenges. Views the world as

an adventure with endless opportunities.

☐ Performance Improvement ☐ Change Management ☐ Leadership
☐ Innovation ☐ Technology ☐ Project Management Professional (PMP)

PROFESSIONAL COMPETENCIES

Leadership:

- Served as Chief Operations Officer, Chief Nursing Officer, Interim Chief Executive, Assistant VP of Organizational Excellence, and Director of Health System Improvements.
- Introduced concept and spearheaded initial journey to become a High Reliability Organization.
- Coached Hospital Executive teams across multi-state health system during intensive performance improvement initiatives. (For results see first bullet under Performance Improvement.)
- Built culture of patient safety through implementation of TEAMSTEPPS program in two organizations.
 - o Resulted in over 270 days with no falls and 360 days with no hospital acquired pressure ulcers.
- Started clinical documentation improvement program that resulted in \$1 million increase in DRG payments during its first year.

Performance Improvement:

- Significantly improved strategic patient safety indicators: Medication errors reduced by 23%; 1,000+ days with no central-line associated blood stream infections (CLABSI); and no preventable venous thromboembolism (VTE) for over 500 days.
- Improved both inpatient (7% increase) and emergency department (12% increase) patient experience scores through system-wide hourly rounding initiative.
- Facilitated the design and implementation of projects that resulted in \$21.9M of validated return for a 4.5:1 ROI in 18 months.
 - o Project specific results included:
 - ☐ 50% decrease in emergency department boarding hours
 - ☐ 46% decrease in inpatient diversions
 - ☐ 55% decrease in emergency department diversions
 - ☐ 30% decrease in left without being seen rate
 - ☐ 40% decrease in bed placement times for admitted patients
- Implemented first pay-for-performance program for health plan contracted providers. Improvements made in most focus areas during first year.
- Led Lean projects, Kaizen events, process mapping activities, and failure mode effect

analyses that resulted in improvements to community communication, revenue cycle, medication safety, and delivery of surgical supplies.

- Developed new processes: concurrent core measure review process that increased all value-based purchasing scores, with many at 100% compliance, resulting in value-based purchasing bonus increases of \$450,000 in first year.

Change Management:

- Led successful initial NCQA accreditation effort with score of 97.2/100.
- o Selected to participate in two national collaborations to develop best practices for new HEDIS measure implementation.
- Created individual provider profiles to display performance data with specialty comparative information.
- Restructured staffing patterns to meet nationally benchmarked productivity metrics in all inpatient nursing departments and eliminated use of agency nursing.
- Led system wide collaborative that shared best practices built on actionable data.

Innovation:

- Opened a free-standing crisis/respite facility for patients with mental illness by forming multi-agency joint venture. New facility provided alternative to patients being held in local emergency rooms for extended periods of time.
- Started first rural Program of All-inclusive Care of the Elderly (PACE) program in Oregon.
- Implemented direct to patient tele-behavioral health system in 13 Oregon counties.
- Created tele-health connections between air ambulance services, regional trauma center, and local emergency department.

Technology Solutions:

- Developed real-time and retrospective throughput operations software. Facilitated incorporation of software into operational improvement activities at system, hospital, unit and individual caregiver levels.
- Partnered with HIE software company to develop behavioral health related metrics.
- Project lead for numerous software implementations including: EPIC, Meditech, Midas/Statit, NetSmart, HMS Essette, PolicyStat, and MultiScale.

Clinical:

- Family Practice Nurse Practitioner – Emergency Department, Family Practice and Community Mental Health
- Registered Nurse – Critical Access Hospital, Inpatient Psychiatric Facility

State Level Committees/Boards:

- Member of Oregon Health Authority Health Information Technology Oversight Committee.
- Appointed Board Member to Oregon Patient Safety Commission to fill hospital representative seat.
- Selected to Governor's taskforce to develop rules for Early Discussion and Resolution Law.

WORK HISTORY

Senior Manager, Press Ganey September 2019-Present

South Bend, IN

Healthcare consultant working with health plans, hospital systems and medical clinics throughout the United States and other countries to improve patient experience and safety.

Director, Health System Improvements: January 2017 – September 2019

Greater Oregon Behavioral Health, The Dalles, OR

Behavioral Health partner in Coordinated Care Organizations that serve 17 rural and frontier counties throughout Oregon. Working with community health care providers, social services agencies, and payers to develop and operationalize a coordinated and increasingly integrated delivery system. Created new department to oversee organizational excellence, quality improvement, patient safety, accreditation, credentialing, utilization management, and member services.

Senior Operations Partner: March 2015 – January 2017

Providence St. Joseph Health, Renton, WA

As an internal operations consultant led groups of executives, providers and operational leaders in the development of transformational solutions to improve patient care and financial outcomes. Mentored and coached managers while implementing performance improvement and culture change initiatives. Worked with hospitals throughout the system to design the operational structures needed to achieve strategic goals.

Chief Operations Officer/Chief Nursing Officer: September 2012 – March 2015

Chief Executive – Interim

Providence Seaside Hospital, Seaside, OR

Oversaw operation of 25-bed critical access hospital with multiple hospital-based clinics that is part of an integrated multi-state healthcare system.

Assistant Vice President, Organizational Excellence: January 2012 – September 2012

Administrative Director of Organizational Excellence: October 2009 -December 2011

Director of Patient Safety: July 2008 - October 2009

The William W. Backus Hospital, Norwich, CT

Created new department to oversee quality improvement, regulatory readiness, infection control, patient safety, patient experience, clinical documentation improvement, and provider performance programs for community health system.

Clinical Services Administrator: March 2007 - June 2008

Performance (Quality) Improvement Program Manager: September 2005 - June 2008

Ferry County Memorial Hospital, Republic, WA

Oversaw all aspects of patient care for 25-bed Critical Access Hospital (CAH).

Nurse practitioner: mental health, emergency and family practice: April 2005 - June 2008

Registered Nurse: November 2004 - November 2005

Ferry County Memorial Hospital, Republic, WA

Registered Nurse: inpatient psychiatric: June 2003 - June 2004

Kitsap Mental Health, Bremerton, WA

LICENSES AND CERTIFICATIONS

- Registered Nurse (RN) # 201242924RN. State of Oregon. Expires 9/23/2021.
- Project Management Professional (PMP). Expires 12/21.

EDUCATION

- Master of Business Administration George Washington University Washington, DC
- Master of Science in Nursing Seattle University Seattle, WA
- Bachelor of Science, Business Administration University of Maine Orono, ME

Describe your interest in serving on this Committee, Board or Commission:

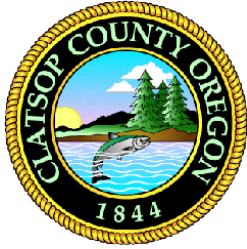
As a former Emergency Department nurse practitioner in a rural community and in my prior role as the Chief Operating Officer/Chief Nurse at Providence Seaside I understand the importance of first responders to our community. These amazing individuals who are willing to drop everything (often without getting paid) to take care of their neighbors and visitors to the area are quiet literally for some, the lifeblood of our community.

Working to assure that our county has the resources it needs to care of its citizens would be a privilege. We live in a beautiful, but remote corner of the world and we need to be

creative and thoughtful to make sure we can provide this essential service to those in need.

My hope is that my extensive background in healthcare and my familiarity with Clatsop County (I have lived in Gearhart, worked in Seaside, own a farm in Svensen, and have recently moved to Brownsmead) would be a good addition to the Ambulance Service Advisory Council.

Thank you for considering my application.



Clatsop County

County Manager's Office

800 Exchange St., Suite 400

Astoria, Oregon 97103

www.co.clatsop.or.us

Phone (503) 325-1000

Fax (503) 325-8325

MINUTES

Ambulance Services Area Advisory Committee Meeting

Tuesday, April 11, 2023 at 1:00 p.m.

1. **Call to Order**

Jill Tillotson called the meeting to order at 1:02. In attendance were Tom Strecker, Jiancheng Huang, Justin Gibbs, Tiffany Brown, Marc Reckmann, Bridgette Blakesley, Commissioner Pamela Wev, Agnes Gantz, Blaine Myers (Life Flight), Hannah St. Denis, Nicole Bales.

2. **Approval to Minutes/Agenda**

Reckmann made and Strecker seconded a motion to approve the minutes from the January meeting, which passed unanimously.

3. **Old Business**

a. Update on Medix Revised Protocols. Strecker reported on the effect of the franchise agreement amendment in October to modify coverage requirements in an effort to restore call times, which had fallen below the required 90%. The quarterly reports suggested a return to meeting the 90% requirement, but Strecker indicated that the amendment had actually had little-no effect. The amendment allowed Medix to staff ambulances with Intermediate EMTs due to fill a gap left by the paramedic shortage, but Strecker advised that there is also an industry shortage of IEMTs. He said advanced classes began the week before, and he anticipates more IEMTs in the area by summer. The franchise agreement amendment was executed in October for a period of six months, and Strecker requested an additional extension. Reckmann said he supported giving Medix the tools to support improve service, especially with summer ahead and employee shortages still at play. *Reckmann made and Tillotson seconded a motion to extend the franchise agreement amendment an additional 6 months, and the motion pass unanimously.*

4. **New Business**

a. Medix Quarterly Reports. Strecker presented to the group regarding the quarterly reports, explained the numbers, and addressed specific questions. A general discussion ensued regarding several elements of the ASA system to include current metrics and response zones. With respect to the quarterly reports presented by Medix and the periodic assessment form completed by the County to ensure compliance, the group agreed that more could be considered in terms of metrics because the current lens was relatively limited. Tillotson recommended adding facility transport time to the quarterly reports. Strecker provided some background on how the current response zones were

simplistically determined, and he illustrated using a couple specific addresses how expected call times based on current zones were not realistic yet still affected the response statistics. There was general consensus that they should be reestablished.

c. Committee Appointments. The Committee considered 7 applications for the 6 vacancies: Registered nurse (2), Fire representative (1), and Citizen (3).

Jill Tillotson indicated interest in seeking reappointment for a third term and represents Columbia Memorial Hospital in filling a registered nurse position. Agnes “Kathy” Gantz is a registered nurse who serves in the emergency room at Providence Seaside Hospital. She has applied to fill the 2nd registered nurse position. *Reckmann made and Strecker seconded a motion to recommend Tillotson and Gantz for the Registered Nurse position(s), and the motion passed unanimously.*

Brian Alsbury applied for the 2nd fire position, which was recently created to ensure a voice for both city and rural fire service agencies. With a rural fire chief already serving on the ASAA, Alsbury would fill the city department vacancy expiring 6/30/26. *Reckmann made and Strecker seconded a motion to recommend Alsbury for the Fire Representative position, and the motion passed unanimously.*

With respect to the three Citizen member positions, the Committee received four applications, including one from Mysliwiec for reappointment. Additionally, Shelly Solum, Kyle Gorman, and Bonnie Thompson each applied to serve as Citizen members on the ASAA Committee for terms ending 6/30/26. The group discussed each applicant, and there was a desire to recommend all four based on the tremendous skills, knowledge and experience each could bring to the position, but they decided to table the decision until a later date when they had more time to discuss before making a final decision.

5. **Member Committee Reports**

The committee reports were not presented due to a time constraint.

Adjourn at 2:05 p.m.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Appeal of Hearings Officer Decision – JJG ORE LLC Variance
Category: Business Agenda
Presented By: Ian Sisson, Senior Planner

Issue Before the Commission: Appeal of a Hearings Officer’s decision in the matter of Variance Application #22-000318.

Informational Summary: On June 1, 2022, Christian Zupancic, Zuplaw Law Firm LLC, on behalf of property owner JJG ORE LLC (“Applicant”), submitted a variance application to Clatsop County Community Development for a 6-foot reduction to a required 10-foot side yard setback to accommodate a new single-family dwelling, which would replace an existing dwelling constructed in 1930. The application was deemed incomplete by staff on July 1, 2022. After receiving additional information from the applicant, staff deemed the application complete on September 26, 2022.

The subject property is an oceanfront lot located at 80486 Carnahan Road in the unincorporated rural community of Arch Cape, further described as Township 4N, Range 10W, Section 19BC, Tax Lot 900, in the Arch Cape Rural Community Residential Zone (AC-RCR), Flood Hazard Overlay District (FHO) and Geologic Hazards Overlay District (GHO). According to County Assessor records, the lot area is approximately 13,504 sq. ft, which is larger than the minimum lot size of 7,500 sq. ft; however, the property is only 44 feet wide, which is substandard for the AC-RCR Zone (60-foot minimum width).

The applicant requested to replace the existing two-story, four-bedroom dwelling on the subject property with a new four-bedroom dwelling that is designed and constructed to mitigate the flood and geologic hazards present on the property. The maximum building height of 18 feet for oceanfront lots in the AC-RCR Zone, in combination with the Flood Hazard Overlay (FHO) requirements to elevate all habitable space at least one foot above the Base Flood Elevation (BFE), would limit the new dwelling to a single story. According to the applicant, because most lots on Carnahan Road are 50 feet wide and would allow for a 30-foot building width, a 30-foot building width should be considered

“reasonable use” of the land. To accommodate a 30-foot building width on the 44-foot-wide subject property, a six-foot variance would be required.

Variance requests are processed under a Type IIa procedure, which involves a public hearing before the Hearings Officer. The hearing in this matter was held on November 22, 2022. During the hearing, staff presented a report outlining the facts and applicable criteria and recommended approval of the request (Attachment A). At the conclusion of the hearing, the Hearings Officer closed the hearing and record to all parties and took the matter under advisement. An audio/video recording of the public hearing is included as Attachment B.

On November 30, 2022, the Applicant submitted a request to reopen the record for additional written testimony (Attachment C). On December 22, 2022, the Hearings Officer issued an order reopening and extending the record period (Attachment D). The extended record period included a 14-day timeframe for any party to submit additional written evidence or testimony; a 7-day rebuttal period for any party to respond to materials submitted during the first 14 days; and a 7-day period for the applicant to make any final legal arguments. The extended record period ended January 19, 2023. Material received during the extended record period is included as Attachment E.

On February 9, 2023, the Hearings Officer issued a Notice of Decision denying the variance request (Attachment F) based on the Hearings Officer’s findings that the application did not satisfy the approval criteria.

On February 20, 2023, the Applicant submitted a Notice of Appeal of the Hearings Officer’s decision. Pursuant to Section 2.2190, Clatsop County Land and Water Development and Use Code (LAWDUC), the Board of Commissioners shall hear appeals of decisions of the Hearings Officer. A final decision of the Board of Commissioners may be appealed to the Land Use Board of Appeals (LUBA).

On March 22, 2023, the Board of Commissioners issued an order restricting review of the appeal to the record made by the Hearings Officer pursuant to LAWDUC Section 2.2210 and Section 2.2220. The record of the proceeding is attached in accordance with LAWDUC Section 2.2220.

Pursuant to LAWDUC Section 2.2240, the Board of Commissioners may by order affirm, reverse, or modify in whole or part the Hearings Officer’s February 9, 2023, decision. If the Board of Commissioners renders a decision that modifies or reverses the Hearings Officer’s decision, the Board shall set forth its findings and state its reasons for taking that action. If the Board of Commissioners remands the matter

back to the Hearings Officer for such further consideration as it deems necessary, the Board shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify such.

Fiscal Impact: Undetermined

Requested Action:

Consider an appeal of the Hearings Officer's decision in the matter of Variance Application #22-000318, with review restricted to the record made by the Hearings Officer.

Attachment List

- A. November 15, 2022, Staff Report
- B. November 22, 2022, Public Hearing Audio/Video Recording
- C. November 30, 2022, Applicant's Request to Reopen Record
- D. December 22, 2022, Hearings Officer's Order Reopening and Extending Record
- E. Material Received During Extended Record Period
- F. February 9, 2023, Hearings Officer's Notice of Decision

Attachment A

November 15, 2022

Staff Report for Variance #22-000318

(via link below)

- [Staff Report for Variance #22-000318](#)

Attachment B

November 22, 2022

Public Hearing Audio/Video Recording

(via link below)

- [Public Hearing Audio/Video Recording](#)

Attachment C

November 30, 2022

Applicant's Request to Reopen Record

(via link below)

- [Applicant's Request to Reopen Record](#)

Attachment D

December 22, 2022

*Hearings Officer's Order Reopening and
Extending Record Period*

(via link below)

- [Hearings Officer's Order Reopening and Extending Record Period](#)

Attachment E

*Material Received During Extended Record
Period*

(via link below)

- [Material Received During Extended Record Period](#)

Attachment F

February 9, 2023

Hearings Officer's Notice of Decision

(via link below)

- [Hearings Officer's Notice of Decision](#)

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 24, 2023

Agenda Title: Scheduling a Public Hearing regarding the Dissolution of the Skipanon Water Control District

Category: Public Hearing

Presented By: Anthony Pope – County Counsel

Issue Before the Commission: Shall the County approve dissolution of the Skipanon Water Control District.

Informational Summary: On January 18th, the County received formal notification from the Secretary of State's office that the Skipanon Water Control District has not filed required reports for three (3) consecutive years. Under ORS 198.345 the County is required to initiate proceedings to dissolve the district within thirty (30) days.

On February 8th 2023, the Board initiate the dissolution proceeding and direct staff to prepare the financial statement for the district as required by ORS 198.345(2).

On April 26, 2023 the Board approved the Financial Statement required by ORS 198.350 and scheduled a public hearing to determine if the Skipanon Water Control District should be dissolved.

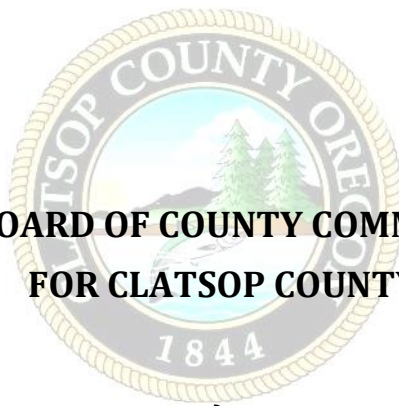
Fiscal Impact: None

Requested Action:

To approve the Dissolution of the Skipanon Water Control District

Attachment List

- A. R&O – Dissolving Skipanon Water Control District



**IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY**

**IN THE MATTER OF)
AN ORDER DISSOLVING THE) RESOLUTION AND ORDER
SKIPANON WATER CONTROL)
DISTRICT)**

WHEREAS, on April 26, 2023, by Order No. 2023-040030, the Clatsop County Board of Commissioners initiated procedures for the dissolution of the Skipanon Water Control District, hereinafter referred to as the “District”; and

WHEREAS, the proceedings were initiated pursuant to ORS 198.335 to ORS 198.365 based upon notification from the State of Oregon that the District had failed to provide the Oregon Department of Revenue with the required financial statements as set forth in ORS 294.458, for more than three consecutive years; and

WHEREAS, findings outlining a history of the District and of the proceedings to April 26, 2023, leading up to dissolution of the District are outlined in Order No.2023-040030. These findings are hereby incorporated by reference into this order; and

WHEREAS, pursuant to ORS 198.350 the Clatsop County Board of Commissioners did file a financial statement of the District with the Clatsop County Clerk on or around April 26, 2023; and

WHEREAS, the Clatsop County Board of Commissioners did publish notice of the hearing on dissolution of the District in accordance with ORS 198.355(2); and

WHEREAS, the Clatsop County Board of Commissioners did conduct a hearing on dissolving the District on Wednesday, May 24, 2020. as scheduled; and

WHEREAS, the Board finds that the District is not active, and that in fact, it has not been active for several years. Further, as documented in Order No. 2023-040030, the District has not filed with the State the required financial reports for more than three consecutive years; and

WHEREAS, no one at the hearing argued that the District should not be dissolved; and

WHEREAS, no one at the hearing presented claims against the District (ORS 198.355(2));

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- 1) The Skipanon Water Control District is dissolved.

- 1 2) Pursuant to ORS 198.365, the Clatsop County Board of Commissioners is the
2 board of trustees for the District for purposes of paying debts and disposing of
3 the property of the District. In that role the Board declares that there are no
4 assets and no liabilities of the District. As a result, there will be no transferring
5 of assets or payment of debts.
6
7 3) Pursuant to ORS 198.365, the Clatsop County Board of Commissioners shall
8 deliver the books and records of the District, if any, to the Clatsop County Clerk.
9
10 4) A copy of this order shall be delivered to Clatsop County Clerk Tracie Krevanko,
11 Clatsop County Assessor Suzanne Johnson, Clatsop County Counsel's Office for
12 distribution to the Oregon Secretary of State and the Oregon Department of
13 Revenue Attention.

14
15
16
17
18 Dated this _____ day of _____, 2023.

19
20 BOARD OF COMMISSIONERS FOR
21 CLATSOP COUNTY, OREGON

22
23 _____
24 Mark Kujala, Chair