



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

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Wednesday, February 14, 2024

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**BOARD OF COMMISSIONERS:**

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

[commissioners@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov)

**CONTACT:**

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Astoria, OR 97103  
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[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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**JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS**

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

Webinar ID: 825 5409 2337

Passcode: 216762

[\(Zoom link\)](#)

**Public Testimony**

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

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**WORK SESSION: 5:00 PM**

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

Discuss Formal Agenda {5 min}

**TOPICS:**

1. Board Topics for Discussion {30 min}
- [2.](#) Housing Amendments Update {20 min} {Page 4}

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## 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

### PROCLAMATIONS

- [3.](#) National FFA Week Proclamation {Page 41}
- [4.](#) Black History Month Proclamation {Page 44}

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

### CONSENT CALENDAR

- [5.](#) Board of Commissioners Meeting Minutes 1-10-24 {Page 46}
- [6.](#) 2024-25 County Provider Agreement for Community Mental Health, Addition Treatment, Recovery and Prevention, and Problem Gambling Services {Page 52}
- [7.](#) 2023-2025 Measure 57 Program Grant Award {Page 68}
- [8.](#) 2023-2025 Justice Reinvestment Program Grant Award {Page 93}
- [9.](#) 2023 – 2025 VOCA Basic (Victims of Crime Act) and CFA (Criminal Fine Account) Non-Competitive Grant between the Oregon Department of Justice and the Clatsop County District Attorney's Office {Page 117}
- [10.](#) State Homeland Security Program (SHSP) Grant No. 23-208 {Page 157}
- [11.](#) Medix Contract Amendment #3 to Extend the Coverage Requirement Modification {Page 179}
- [12.](#) Funding Agreement – Atlin Investments {Page 181}

### COMMISSIONER'S LIAISON REPORTS

### COUNTY MANAGER'S REPORT

### BUSINESS AGENDA

- [13.](#) 2024-25 OHA IGA (#00026005) for Financing of Community Mental Health, Addition Treatment, Recovery and Prevention, and Problem Gambling Services {Page 213}

### PUBLIC HEARINGS

- [14.](#) Ordinance 24-05: Non-Conforming Uses and Structures {Page 216}
- [15.](#) Ordinance 24-06: Clatsop Plains Community Plan {Page 227}
- [16.](#) Ordinance 24-07: Elsie-Jewell Community Plan {Page 232}
- [17.](#) Ordinance 24-08: Lewis and Clark Olney Wallooskee Community Plan {Page 237}
- [18.](#) Ordinance 24-09: Northeast Community Plan {Page 243}
- [19.](#) Ordinance 24-10: Seaside Rural Community Plan {Page 248}

**GOOD OF THE ORDER  
ADJOURNMENT**

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**EXECUTIVE SESSION**

1. ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.
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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

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Agenda packets also available online at [www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

February 14, 2024

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**Topic:** Housing Amendments Update  
**Presented By:** Gail Henrikson, Community Development Director

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**Informational  
Summary:**

On October 4, 2023, staff presented possible LAWDUC amendments for your Board's initial review and discussion. The purpose of the proposed revisions is to:

- Reduce time for applicants to receive approvals
- Reduce application fees, when possible
- Create a process that is simple and easy to understand
- Encourage the construction of housing at all price points

At the October 4 work session, your Board was generally in favor of the proposed revisions.

A virtual [public information session](#) was held on January 17, 2024, to provide community members with an overview of the possible revisions, to answer questions and to obtain input. A summary of the comments and questions from the January 17 meeting is attached as **Exhibit A**. The staff presentation slides are attached as **Exhibit B** and a link to the information session video is included as **Exhibit C**.

### REQUESTED DIRECTION

Staff is requesting direction from your Board regarding your desired next steps.

### Attachment List

- A. January 17 Public Information Session – Summary of Comments and Questions
- B. January 17 Public Information Session - Presentation Slides
- C. [January 17 Public Information Session - Video](#) (via link)

# EXHIBIT A

## *January 17 Public Information Session – Summary of Comments and Questions*



# Clatsop County – Land Use Planning

800 Exchange Street, Suite 100  
Astoria, OR 97103

(503) 325-8611 | (503) 338-3606 (Fax) | comdev@clatsopcounty.gov

**TO:** Board of Clatsop County Commissioners

**FROM:** Gail Henrikson, AICP, CFM – Community Development Director  
Jay Blake – Planning Manager

**DATE:** February 14, 2024

**RE: HOUSING AMENDMENTS PUBLIC INFORMATION SESSION SUMMARY**

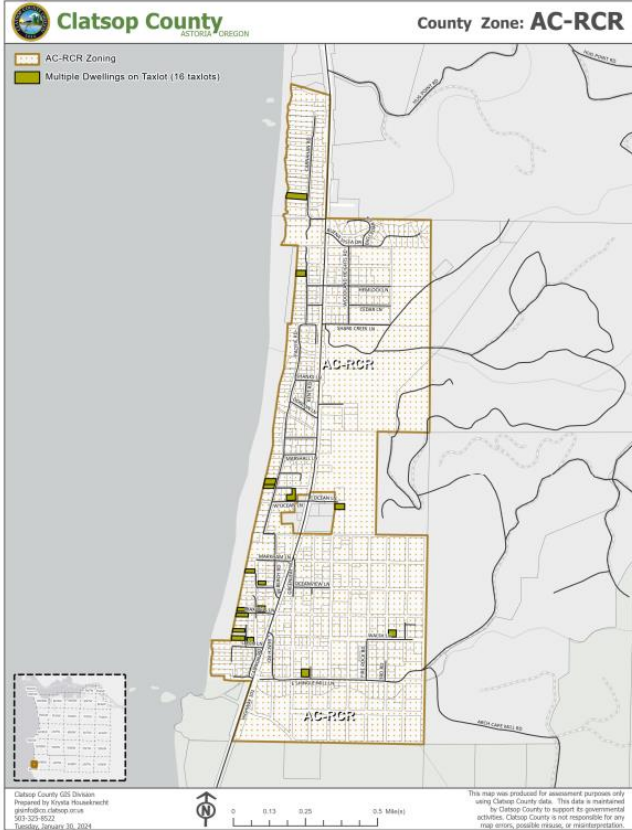
### BACKGROUND

On October 4, 2023, Land Use Planning staff presented several potential LAWDUC amendments to your Board that were designed to facilitate housing construction at all price points. At that October 4 work session, your Board directed staff to continue to move forward with the proposed amendments.

### PUBLIC INFORMATION SESSION

On January 17, 2024, Land Use Planning staff conducted a [virtual public information session](#) to provide an overview of the potential amendments and to obtain input from the public. The information session was attended by approximately 35 people. During the course of the discussion, staff received several comments and questions, which are summarized below:

	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
1.	Would it be possible to prohibit Short Term Rentals in new duplex, triplex, like was done with the new Accessory Dwelling Unit regulations?	This is a policy question that would need to be reviewed by your Board. County Counsel has determined that it would be legally possible to prohibit STRs in dwelling units that are permitted under the code changes.	Yes
2.	Are there any Duplexes in Arch Cape?	Per information provided by GIS, there are currently 16 properties in Arch Cape that contain two or more addressed residential dwellings on a single lot.	No

	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
			
3.	How do these proposed changes impact area covered by Home Owners Associations?	HOAs may develop restrictions that are more stringent than those in the County’s zoning code. The HOA would need to follow its established process to amend its CC&Rs if it wanted to prohibit duplex, multi-family units or STRs.	<b>No</b>
4.	Has an impact study been done to see if the proposals would impact local sanitary sewer and water districts?	No. Sewer and water districts are special districts that are outside the jurisdiction of Clatsop County. Each special district is responsible for monitoring its capacity and infrastructure needs. The zoning code already requires each sewer and water provider to sign a form verifying that adequate capacity is available to serve each new dwelling unit.	<b>No</b>
5.	How will stormwater reviews be done for higher density developments?	In certain zones, LAWDUC currently requires a stormwater plan for new development or development that exceeds 25% of existing improvements.	<b>No</b>
6.	Can cluster developments	Land Use Planning staff have contacted DLCD staff to verify what ORS and OAR would allow with regard to	<b>Yes</b>

For project information and updates, visit us on the web!

[www.clatsopcounty.gov/landuse](http://www.clatsopcounty.gov/landuse)

	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
	regulations be modified to address increased density?	changing the County’s density transfer regulations, and is awaiting a response. Any revisions to the density transfer standards would require approval of your Board.	
7.	Would these changes result in more short-term rentals?	Undetermined. Prohibiting STRs in new housing construction is a policy decision that would need to be discussed and voted on by your Board.	<b>Yes</b>
8.	Has analysis been done to define what range affordable housing (mortgages and rentals) would be in Clatsop County? Is affordable housing possible in our areas?	Yes. This information is included on the Clatsop County <a href="#">Housing Dashboard</a> . Housing for low, very low and extremely low-income individuals would require significant public investment and subsidies.	<b>No</b>
9.	What is the time-frame or procedures for these changes to be considered for adoption? When will the final language be made available for public consideration and comment?	Unknown. The timeframe would be dependent upon direction from your Board. If directed to move forward with the amendments, staff estimates that final draft amendments could be presented to the Planning Commission in April-June, with two public hearings before your Board in May-July.	<b>Yes</b>
10.	What is the potential impact on the county budgets with the significant reduction in application fees for certain types of uses?	Minimal. Between January 1, 2018 and January 1, 2024, no applications have ever been submitted for duplex, triplex, or quadplex dwellings. In cases where new uses are proposed that are not currently permitted by the zoning code, there would actually be revenue gain if applications were submitted. The primary revenue loss would be if the current application fee for partitions was reduced from \$1000 to \$500.  Between July 1, 2017 and January 1, 2024, staff processed 103 partition applications, with total application fees of \$73,373.00. If the fee were reduced by 50%, and if the number of applications remained the same, staff forecasts a revenue decrease of approximately \$5,644/year.	<b>Yes</b>
11.	Will the reduction in	Unknown. There are several variables that influence	<b>No</b>

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	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
	lot sizes actually result in a reduction of development costs to make building more affordable?	development costs, most of which are outside the control of the County.	
12.	Is the County still working on further restrictions on short-term rentals? Additional housing units that end up as STR units will not help solve the housing situation.	Your Board received draft information on a potential methodology for establishing STR caps during a work session on October 18, 2023. At this time, a follow-up work session has not been scheduled.	Yes
13.	Would it be more beneficial to focus housing construction on lower cost units and not all levels of housing?	Unknown. The direction provided to staff by your Board was to remove barriers for housing production at all price points. This is a policy question that would require direction from your Board.	Yes
14.	The changes reduce the number of opportunities for people to comment on development within their neighborhood.	<p>Statewide Land Use Goal 1: Citizen Involvement, requires involvement in “all phases of the <b>planning</b> process” and Clatsop County Goal 1, Objective 3, encourages involvement of the public in the land use <b>planning</b> process.</p> <p>This set of proposed amendments is part of the <b>planning</b> process. Should your Board choose to approve code amendments that allow certain types of uses to be constructed without a public hearing or public notice, that decision would be made with input from the public.</p> <p>“Putting the People in Planning”, published by DLCD, states “public participation during <b>plan implementation</b> is often limited by strict timelines, procedures and rules related to legal standing, notices, and appeals.”</p> <p>The proposed housing amendments are in the <b>plan development</b> stage, where public involvement is</p>	Yes

For project information and updates, visit us on the web!

[www.clatsopcounty.gov/landuse](http://www.clatsopcounty.gov/landuse)

	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
		solicited and provided to your Board to help guide policy development. Statewide Planning Goal 1 recognizes that once a plan is adopted and implementation begins, there will be reduced opportunities for public input.	
15.	The amount of and definition of buildability or buildable lots is a concern. Does the county have accurate mapping of buildable lands?	<p>Statewide Planning Goal 10: Housing, does not require counties to prepare a buildable lands inventory and OAR 660-008-0005(2) defines buildable land as “residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses.”</p> <p>The 2019 <i>Housing Strategies Report</i> provided some information regarding available lands, but was not a formal buildable lands inventory. The County is currently participating with the cities to conduct a buildable lands inventory for its rural communities, through a grant from DLCD.</p> <p>Per OAR 660-022-0030(2), “County plans and land use regulations may authorize any residential use and density in unincorporated communities, subject to the requirements of this division.”</p>	<b>No</b>
16.	Concerns were raised about the systems capacities for increased development densities, for instance, roads, sanitary sewer, water, hospitals, schools. Can these systems manage the growth?	<p>OAR 660-022-0050 requires coordination between counties and special district and establishes benchmarks for when counties must adopt public facility plans.</p> <p>OAR 660-022-0060(5) requires counties to notify all special district and cities likely to be affected a minimum of 45 days prior to adoption.</p> <p>If, during the notification process, special districts identify items that would require adoption of a public facilities plan, this would be required as part of the code amendment process.</p>	<b>No</b>
17.	What can be done to improve the roads in rural communities? Many are not up to	There are approximately 150 miles of public roads within the County, which are typically maintained by adjacent property owners and road users. This can be done informally, by working with neighboring property owners to hire a contractor or self-perform	<b>Yes</b>

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	COMMENT/QUESTION	STAFF RESPONSE	BOARD DIRECTION/ APPROVAL NEEDED
	<p>current standards and there is no continuous funding mechanism for improvements and maintenance.</p>	<p>maintenance and “pass-the-hat” to share in the cost.</p> <p>Alternatively, there are several formal options available to address road maintenance and improvements in rural communities. These options would initiated by residents within those rural communities. These options include:</p> <ul style="list-style-type: none"> <li>• Local Improvement Districts (LIDs)</li> <li>• Maintenance Local Improvement District (MLID)</li> <li>• Urban Renewal Districts</li> <li>• Creation of a Homeowners’ Association (HOA)</li> </ul> <p>The County perform minimal maintenance on public roads, which consists of pot hole patch and brush cutting only. County road funds cannot be used to repair public roads.</p>	

**BOARD DIRECTION AND NEXT STEPS**

Based upon the public comment and questions received at the January 17 public information session, staff is requesting direction from your Board regarding next steps in this process. Specifically, staff is requesting direction on the following:

1. Does your Board want staff to proceed with scheduling the amendments for public hearings and potential adoption?
2. If so, are there any amendments your Board would direct staff to based upon public input?
3. Are there are additional revisions or considerations that should be included in the proposed amendments?

Dependent upon direction and feedback from your Board, staff will begin the required notification process and begin scheduling public hearings. Staff anticipates that public hearings would likely occur between April and July 2024.



# EXHIBIT B

*January 17 Public Information Session –  
Presentation Slides*



# LAWDUC AMENDMENTS TO FACILITATE HOUSING DEVELOPMENT

Community Development

Agenda Item #2. 16, 2024





# OVERVIEW

**Housing Crisis**

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**Governor's Goal to Construct 36,000 Units**

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**Scope of Proposed Revisions**

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**Additional Work Items for FY 23/24**

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# FACTORS AFFECTING HOUSING CONSTRUCTION

**Land Use Planning processes are only one of many factors affecting housing affordability and construction:**

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- Land availability and cost
- Availability and cost of construction materials
- Infrastructure availability and capacity
- State building code requirements
- SDCs
- Inflation and interest rates
- Local employment and salaries
- NIMBY-ism
- Litigation





# WHAT THE PROPOSED AMENDMENTS ARE INTENDED TO DO

**Staff is proposing immediate- and medium-range revisions to LAWDUC in order to:**

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- Reduce application fees
- Reduce the amount of time for applicants to receive approvals
- Make processes simpler and easier to understand
- Encourage the construction of more housing at all price points



# WHAT THE PROPOSED AMENDMENTS CANNOT DO

**Some needed or desired changes are outside the control of Clatsop County:**

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- Revise Oregon Residential Specialty Code (ORSC)
- Change Oregon Revised Statutes (ORS)
- Require owners to partition or sell land
- Reduce or waive SDCs

# Rural Community v. Rural Residential

## Rural Community

- Regulated by OAR 660-022
- Goal 3/4 Exception Area
- Often served by community water and/or sewer
- Defined as: An unincorporated community which consists primarily of permanent residential dwellings but also has at least two other land uses that provide commercial, industrial, or public uses (including, but not limited to schools, churches, grange halls, post offices) to the community, the surrounding rural area, or to persons traveling through the area.
- 2003: Rural Communities created:
  - Arch Cape
  - Miles Crossing/Jeffers Gardens
  - Knappa-Svensen
  - Westport
- Per OAR 660-022-0030(2): County plans and land use regulations may authorize any residential use and density in unincorporated communities.

## Rural Residential

- Regulated by OAR 660-004
- Goal 3/4 Exception Area
- Sometimes served by community water and no sewer
- Since October 4, 2000, 2-acre minimum parcel size required for new rural residential parcels.
- In new exception areas, 10-acre minimum parcel size required
- Clatsop County Rural Residential Zones include:
  - RA-1
  - RA-2
  - RA-5
  - RA-10
  - Coastal Residential
  - Coastal Beach Residential
  - Single-Family Residential-1 (SFR-1)
- Ordinance 03-11 approved a Goal 14 Exception for specific parcels in Cove Beach, Arcadia Beach and the Clatsop Plains, to allow parcels less than 2 acres in size.

# Rural Community



Svensen

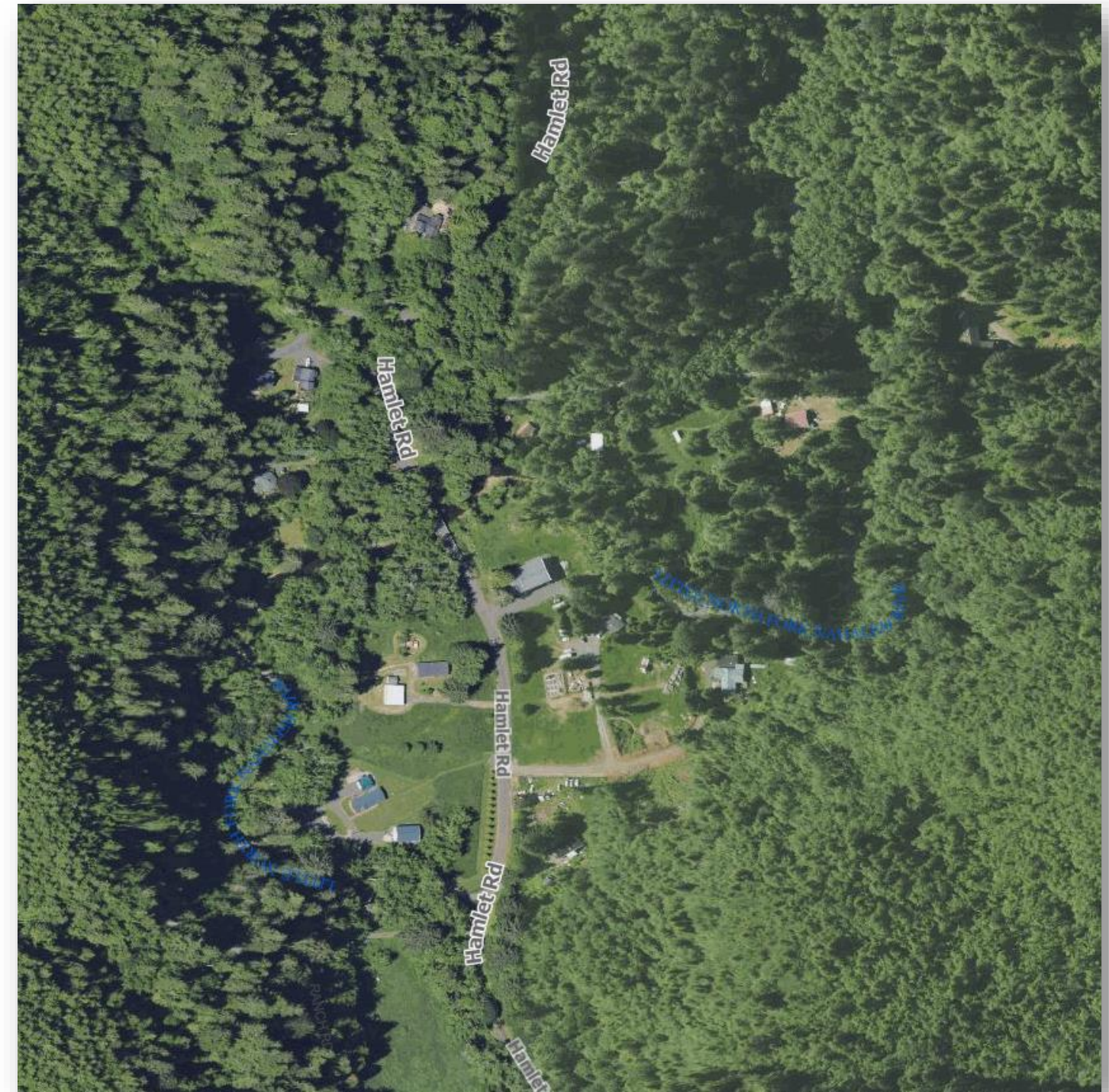


Arch Cape

# Rural Residential



Highway 26



Hamlet



# PROPOSED CHANGE #1

## Allow duplex dwellings as Type I use

- Many zones only allow duplex units as a Type II conditional use
- Proposed change would reduce:
  - fee from \$1,200 to \$85
  - review time from several months to a few weeks (depending upon site-specific issues)



# PROPOSED CHANGE #2

## Create Uniformity Across Zones

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- Only the AC-RCR zone requires new public or private road development or road extensions to be approved through a conditional use process
- Eliminating this requirement, consistent with all other residential zones in the County would:
  - reduce fee from \$1,200 to \$85
  - reduce review time from several months or years to a few weeks (depending upon site-specific issues)

# Prospect Park

©MAP SHOWING  
Prospect Park,  
Prospect Park Extension  
and  
Spring Hill  
Extension to Prospect Park.

AS LAID OUT AND RECORDED  
BY  
CHAS. S. DOW.



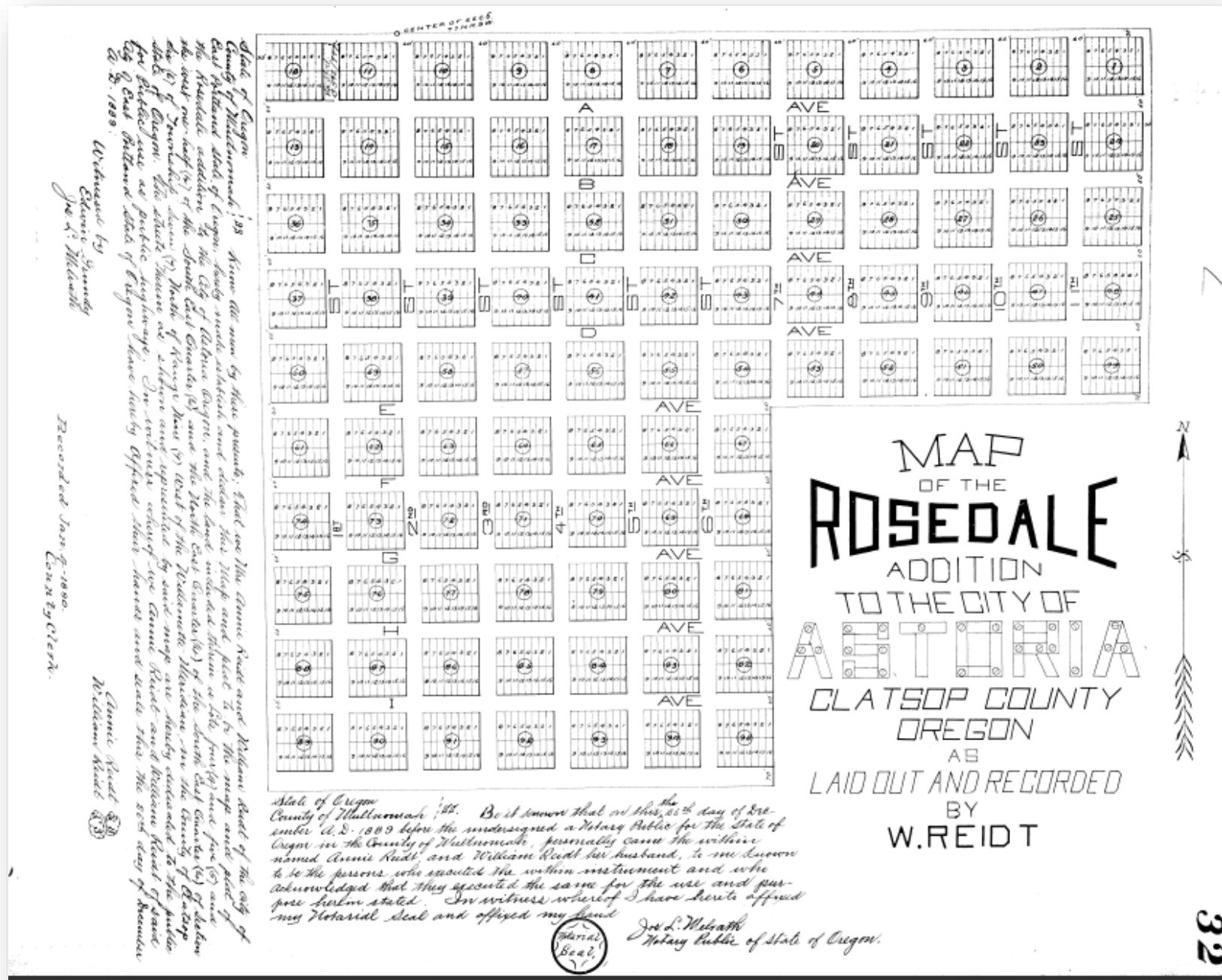
Prospect Park (1890)



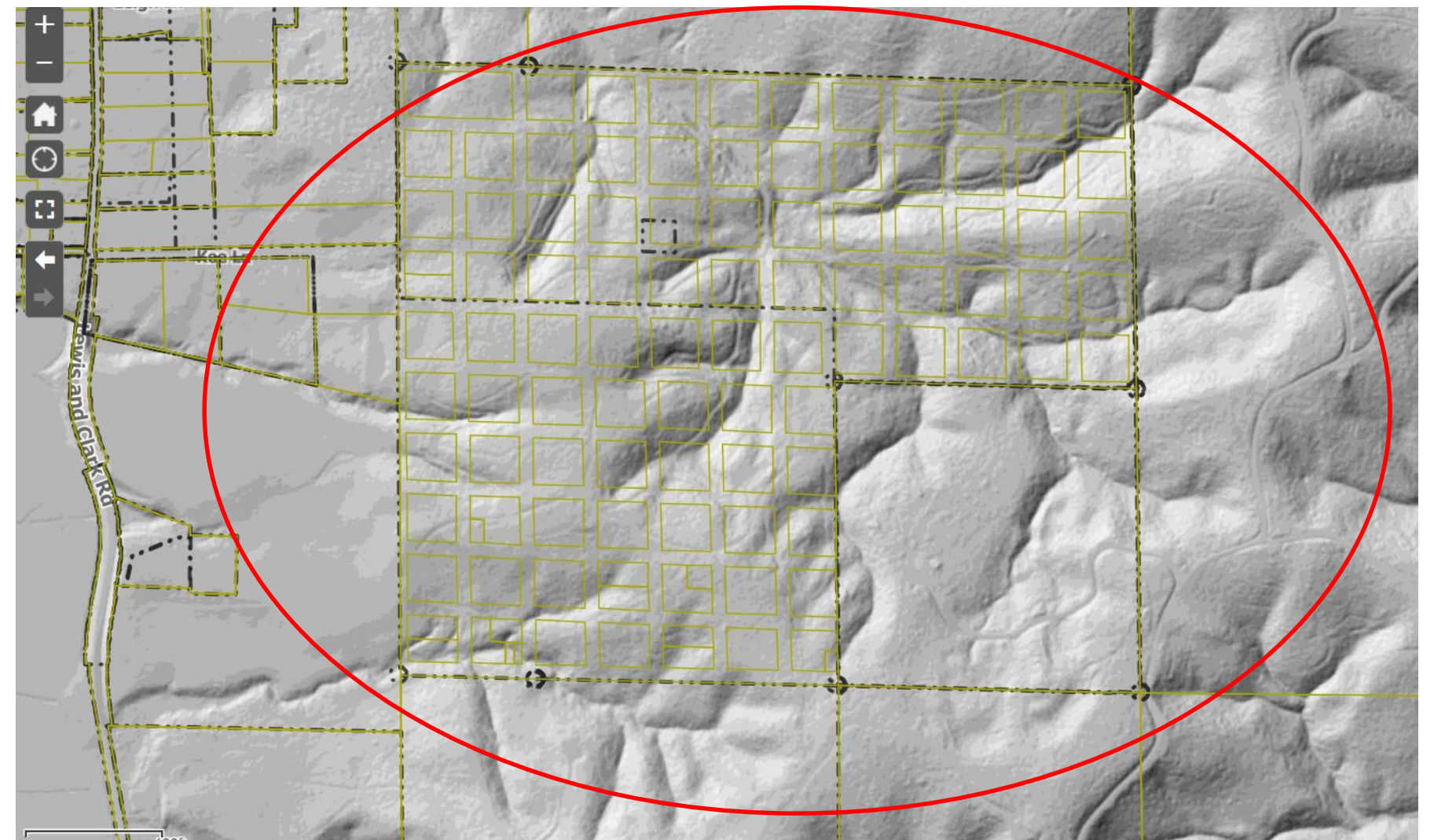
Prospect Park Area



# Rosedale Addition

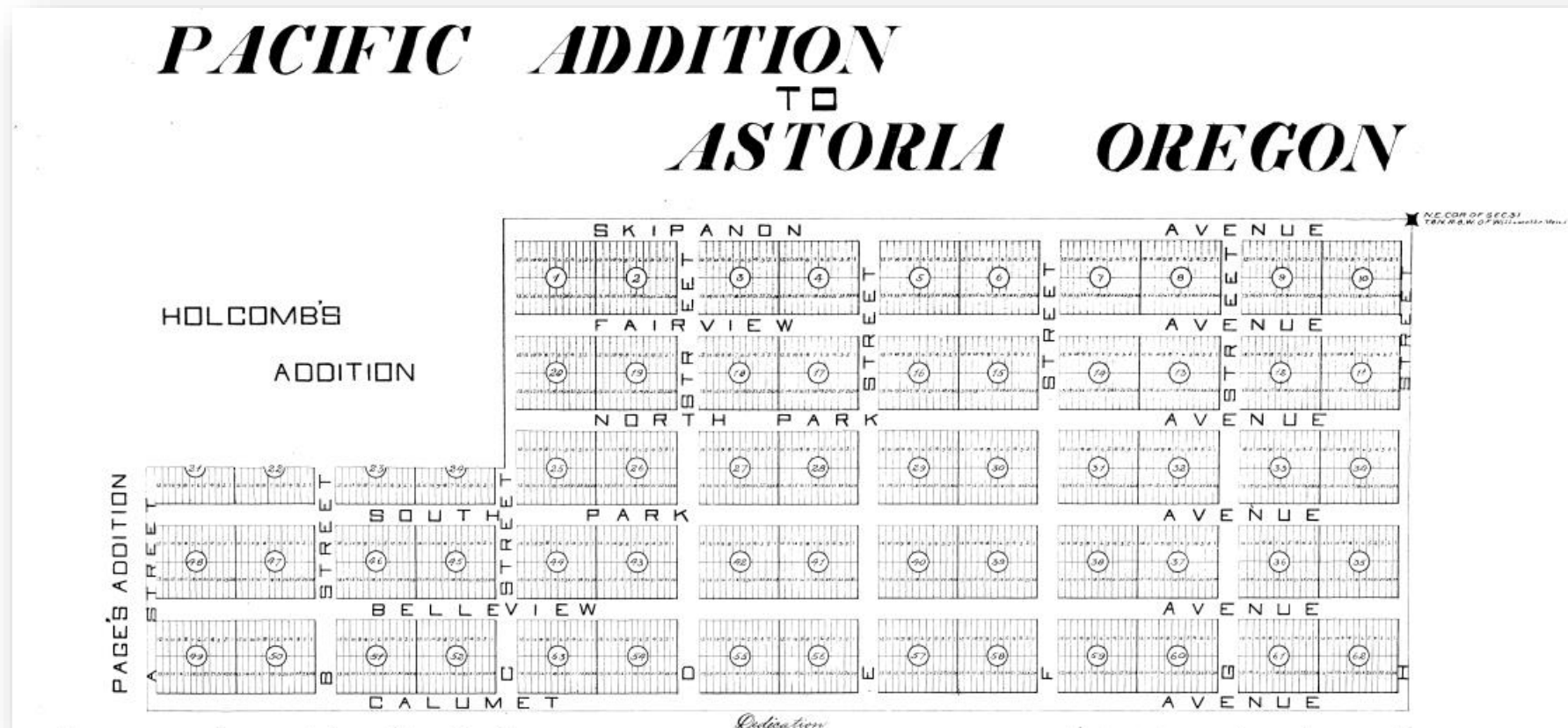


Rosedale Addition (1897)

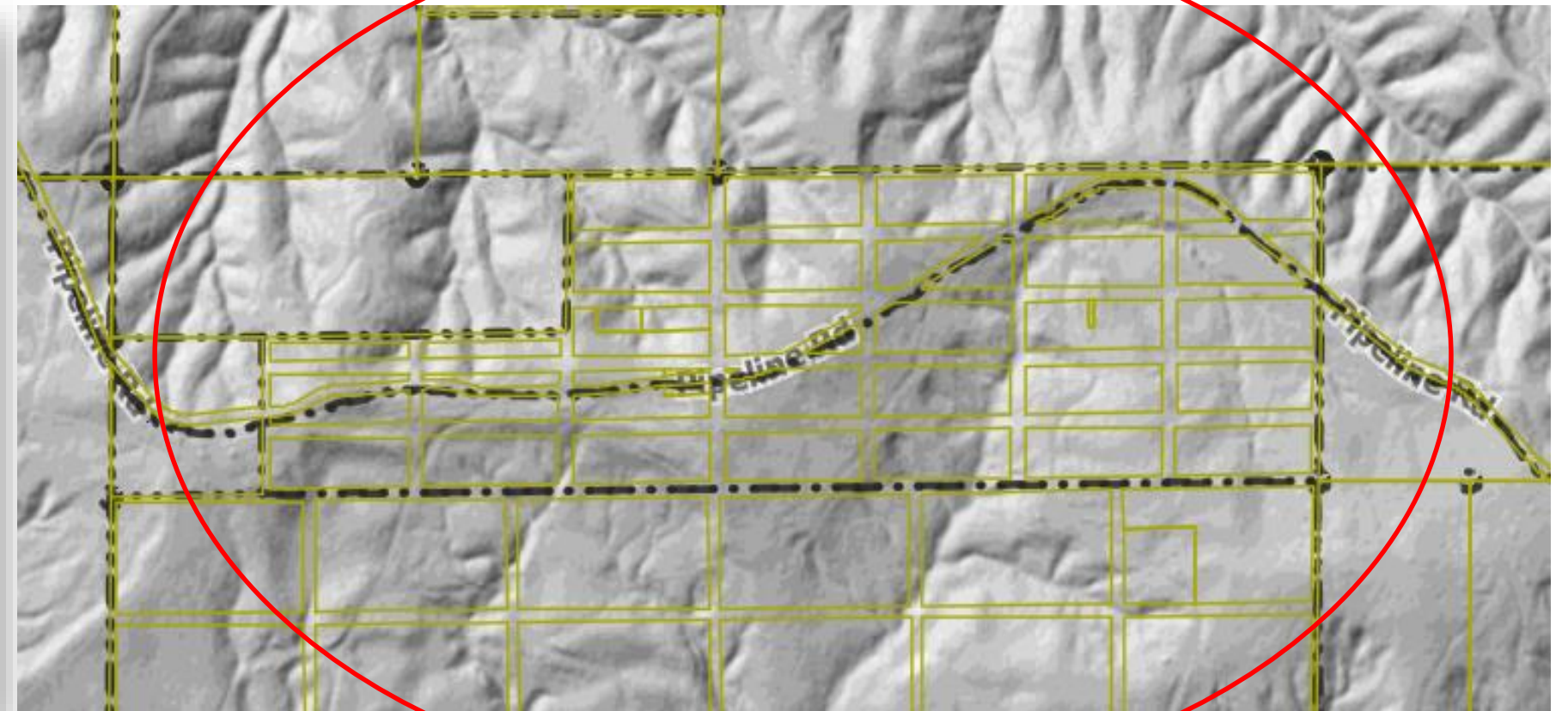


Rosedale Area

# Pacific Addition

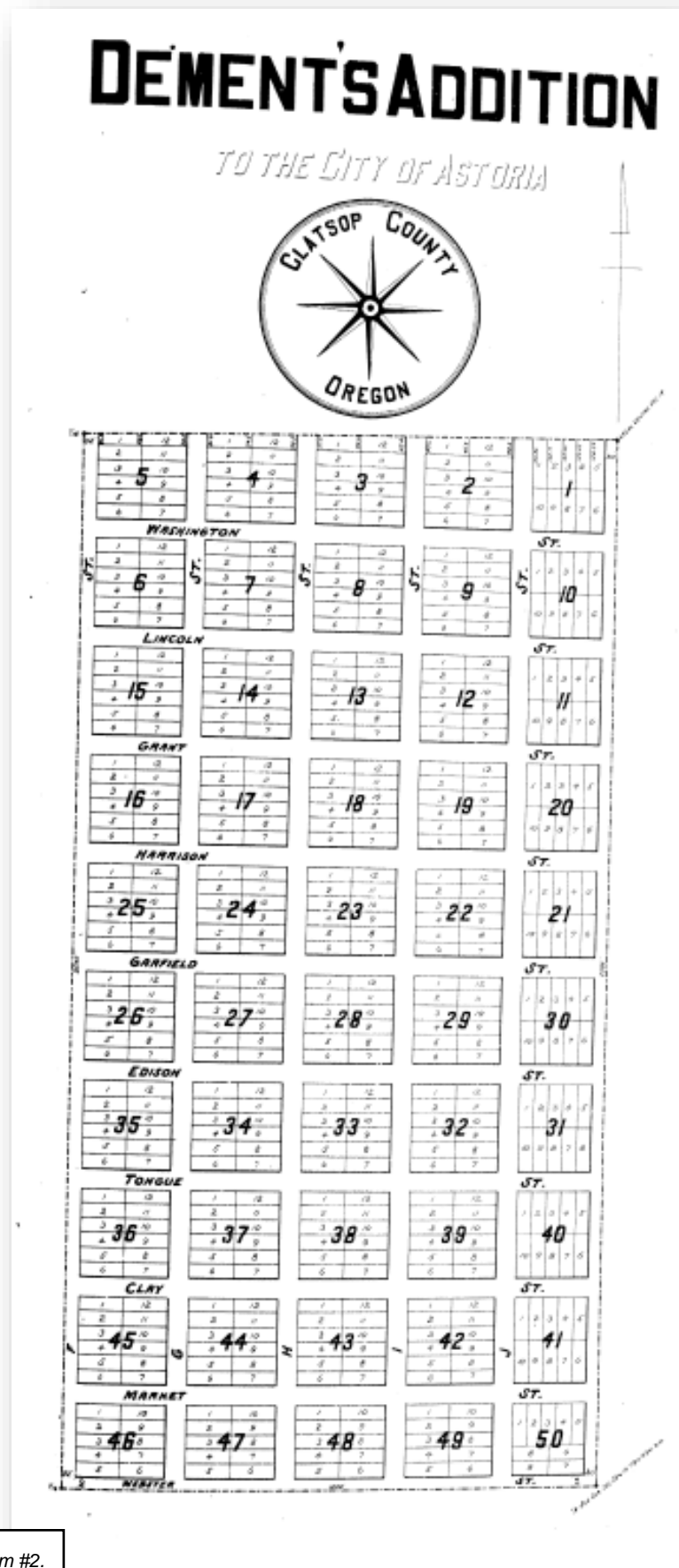


Pacific Addition (1890)

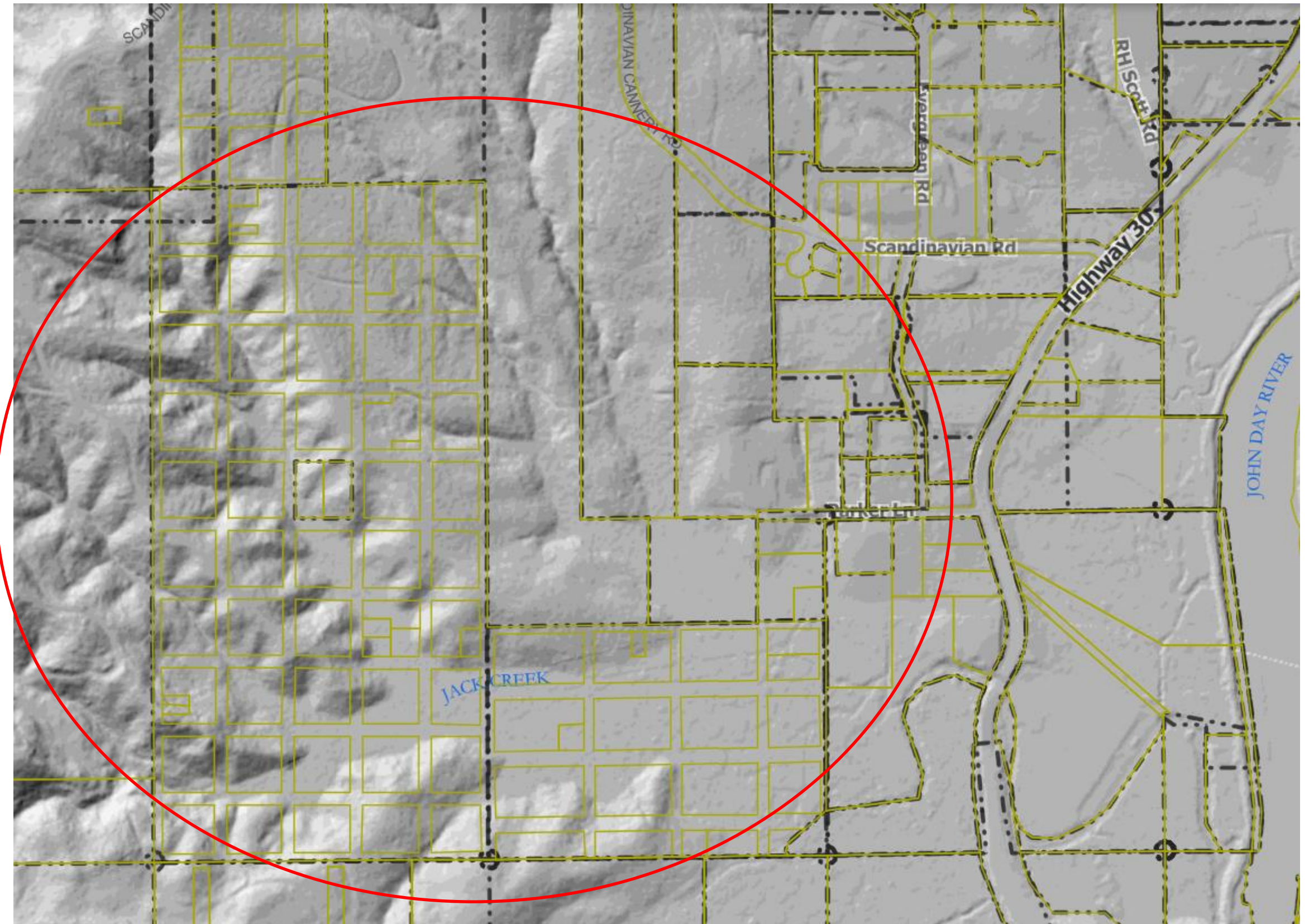


Pacific Addition Area

# Dement's Addition



Dement's Addition (1889)



Dement's Addition Area



# PROPOSED CHANGE #3

## Reduce minimum lot sizes for properties with community sewer and water

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- Reduce minimum-required lot size for a duplex to 10,000 SF (most zones with water/sewer require 15,000 SF)
- Reduce minimum-required lot size for a single-family dwelling from 7,500 SF to 5,000 SF
- Reduce minimum lot width to 50' for single-family dwelling



# PROPOSED CHANGE #4

**Allow triplex and quadraplex dwellings in areas designated for Development in the comprehensive plan that are served by community water and sewer**

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- Development zones are typically served by water and sewer
- New standards would be required to address minimum lot sizes; approval process; create definitions
- Residential Development zones include:
  - AC-RCR
  - RC-MFR
  - RC-SFR
  - RSA-MFR
  - RSA-SFR



# PROPOSED CHANGE #5

**Change “Multi-Family Dwellings”,  
“Mobile Home Parks” and “Boarding,  
rooming or group housing” to a Type I  
use in the following zones:**

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- RC-MFR and RSA-MFR
- These zones already allow these uses as conditional uses
- Change would:
  - reduce application fee from \$1,200 to \$85
  - reduce review time from several months or years to a few weeks (depending upon site-specific issues)



# PROPOSED CHANGE #6

## Allow existing single-family homes in commercial districts as a Type I instead of a non-conforming use

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- Many of the County's commercial zones include existing homes that were constructed before the zoning was established and/or changed
- Those homes are now considered non-conforming uses and are subject to stringent requirements and fees in order to rebuild or make changes to the home
- Change would:
  - reduce application fee from \$1,200 to \$85
  - reduce review time from several months or years to a few weeks (depending upon site-specific issues)
- Because the County has limited commercial land, new SFDs should not be permitted



# PROPOSED CHANGE #7

## Add stand-alone “Multi-Family Dwellings”, Manufactured Home Parks”, and “Boarding Houses” as Type II uses in commercial districts

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- Many of the County’s commercial zones only allow mixed use or residential development in conjunction with a commercial or retail component
- Change would add new multi-family housing options to commercial zones
- Permitting as a conditional use would allow the County to have additional review over these proposals on limited commercial land that could otherwise provide employment opportunities





# PROPOSED CHANGE #8

## Add stand-alone “On-site employee housing” and as a Type I use in commercial/industrial zones

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- Change would allow employers to construct on-site housing for employees (including the business owner)
- Housing would need to be on the same site as the business



## **Allow Residential Mixed Use in association with a commercial or retail component as a Type I use in commercial districts**

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# **PROPOSED CHANGE #9**

- Many of the County's commercial zones only allow mixed use or residential development in conjunction with a commercial or retail component to be approved after a public hearing
- Change would allow the residential component as a Type I use
- Fee for the residential component would be reduced from \$1,500 to \$85
- Fees for the commercial/retail component would currently remain the same



# PROPOSED CHANGE #10

## Change fee and process to partition land

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- Reduce application fee from \$1,000 to \$500 (**needs Board approval**)
- Change review process to eliminate repetitive and/or superfluous findings in staff report and utilize checklist report (**this has already been implemented**)
- ORS still requires 10-day public notice and 12-day appeal period
- Shorten processing time from several months to a few weeks (including notice and appeal)



# PROPOSED CHANGE #11

## Mass Timber Code-UP

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- Clatsop County has been selected by DLCDC to participate in the Mass Timber Code-UP Technical Assistance project
- Intended to modernize the County's planning and development codes to accommodate modular mass timber housing
- It is unknown what code changes may occur as a result of this project



# ITEMS FOR FUTURE REVIEW/ REVISION IN FY 23-24

The work items below will require more time and consultation with DLCDD and/or other jurisdictions. While not included in this initial set of proposed revisions, they are proposed to be completed by the end of this fiscal year.

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- Review ORS to determine which EFU and forest dwellings could be reviewed as a Type I use instead of as a conditional use
- Survey of other jurisdictions' geohazard mitigation regulations
- HB 3197: Clear and objective standards for housing.



# NEXT STEPS

## Following tonight's information session staff will:

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- Schedule the item for additional discussion with the Board of Commissioners at a work session
- Forward all written public comments received to the Board
- Forward the meeting recording to the Board
- Depending upon Board direction at the 2<sup>nd</sup> work session, either begin the public hearing process or continue to refine the amendments



# DISCUSSION



# EXHIBIT C

*January 17 Public Information Session –  
Video (via link)*

[January 17 Public Information Session Video](#)



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** National FFA Week Proclamation  
**Category:** Proclamation  
**Presented By:** Sam Moss, President & Maevri Bergerson, VP, will introduce the proclamation.

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**Issue Before the Commission:** Proclaiming February 17-24, 2024 as National FFA Week

Informational  
Summary:

“Future Farmers of America” was founded by a group of young farmers back at the National level in 1928. Their mission was to prepare future generations for the challenges of feeding a growing population. They taught us that agriculture is more than planting and harvesting – it’s a science, it’s a business, and it’s an art.

Oregon FFA was founded in 1929 and today consists of 116 FFA chapters—totaling 16,587 members state-wide.

FFA develops members’ potential and helps them discover their talent through hands-on experiences, giving members tools to achieve real-world success.

Members are future farmers, chemists, veterinarians, government officials, entrepreneurs, bankers, international business leaders, teachers and premier professionals in many career fields.

FFA is an intracurricular student organization for those interested in agriculture and leadership. It is one of three components of agricultural education.

Members live the motto “Learning to Do, Doing to Learn, Earning to Live and Living to Serve.” FFA members rise to the challenge of service embracing members of all walks of life united through FFA.

**Fiscal Impact:** None.

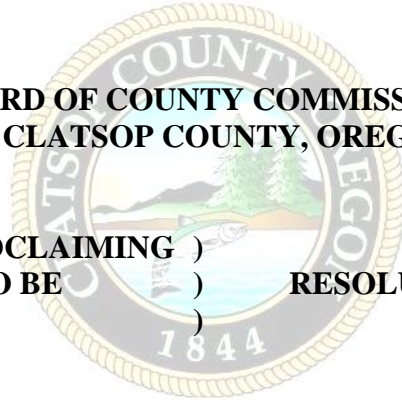
**Requested Action:**

Approve Resolution and Order proclaiming February 17-24, 2024 to be National FFA Week 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 )  
FEBRUARY 17-24, 2024 TO BE ) RESOLUTION AND ORDER  
NATIONAL FFA WEEK )**

**WHEREAS**, FFA and agricultural education provide a strong foundation for the youth of America and the future of food, fiber, and natural resources systems; and

**WHEREAS**, FFA promotes premier leadership, personal growth, and career success among its members; and

**WHEREAS**, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business, and technology of agriculture; and

**WHEREAS**, the FFA motto— “Learning to Do, Doing to Learn, Earning to Live, Living to Serve”—gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

**WHEREAS**, FFA promotes citizenship, volunteerism, leadership, patriotism, and cooperation.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Clatsop County Board of Commissioners does hereby proclaim February 17-24, 2024 as

**“NATIONAL FFA WEEK”**

in Clatsop County and invites the community to celebrate FFA members, students and their families, faculty and staff, participating businesses, alumni, and supporters of our local Astoria FFA Chapter.

DATED this 14th day of February, 2024.

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

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Board Chair

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**February 14, 2023**

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**Agenda Title:** Black History Month Proclamation  
**Category:** Proclamation  
**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Black History Month

**Informational Summary:** Black History Month is a month-long commemoration of African American history and achievement.

**Fiscal Impact:** None.

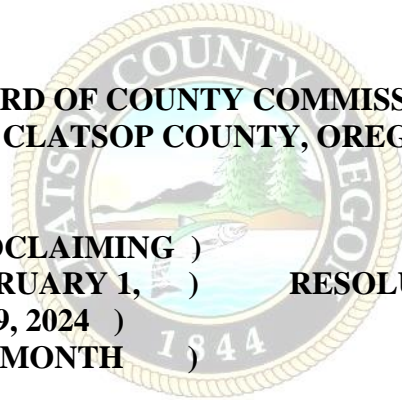
**Requested Action:**

Approve Resolution and Order proclaiming February 2024 to be Black History 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 PERIOD FROM FEBRUARY 1, ) RESOLUTION AND ORDER  
THROUGH FEBRUARY 29, 2024 )  
TO BE BLACK HISTORY MONTH )**

**WHEREAS**, the terms Black or African American refer to individuals with African ancestry who were born in, or immigrated to the United States; and

**WHEREAS**, Black people began arriving in what is today Clatsop County as part of the earliest arrivals of non-Indigenous peoples, including York of the Lewis and Clark Expedition in 1805 and members of John Jacob Astor’s party in 1811;

**WHEREAS**, Black people have been continuous members of Clatsop County’s business, military, and cultural communities for over 175 years; and

**WHEREAS**, Black History Month is a national celebration of the contributions and cultural heritage of people of African descent in every part of the United States;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Clatsop County Board of Commissioners does hereby proclaim February 1, 2024 through February 29, 2024 as

**“BLACK HISTORY MONTH”**

in Clatsop County and invites all community members, businesses and local agencies to join in this month of observance and celebration honoring the history and contributions of people of African descent.

DATED this 14<sup>th</sup> day of February, 2024.

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

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Board Chair

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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, January 10, 2024**

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**REGULAR MEETING: 6:00 PM**

1. Designate Board Chair and Vice Chair for 2024 {Page 19}

*Motion: "Approve Commissioner Kujala as Chair and Commissioner Bangs as Vice Chair of the Clatsop County Board of Commissioners for 2024."*

*Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs.  
Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka*

*Abstentions: Commissioner Thompson*

Commissioner Thompson stated she abstained from voting because she believed the officer positions should rotate among Commissioners each year.

Vice Chair Bangs responded that she believed her leadership and Chair Kujala's leadership would be crucial in the upcoming year, particularly as the County worked with the Board of Forestry on the Habitat Conservation Plan (HCP).

Commissioner Toyooka added that he did not want to detract from Commissioner Thompson's work with the Association of Oregon Counties (AOC) which gave the County a voice. He also wanted Vice Chair Bangs to continue working on forestry issues.

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

PRESENT

Chair Mark Kujala

Vice Chair Courtney Bangs

Commissioner John Toyooka

Commissioner Lianne Thompson

ABSENT

Commissioner Pamela Wev

**AGENDA APPROVAL**

*Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs to approve the agenda as presented.*

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

1 **PROCLAMATION**

2 2. Mental Wellness Month Proclamation {Page 20}

3 Shyra Merila, Deputy Director, Clatsop Behavioral Health, introduced the proclamation.

4 Vice Chair Bangs encouraged Commissioners to stop using the term mental illness  
5 because people are not sick; their brains are just built differently and there is no way to  
6 change how the brain is structured. Commissioners should focus on acceptance and  
7 celebration and helping people find resources.

8 *Motion: “Approve Resolution and Order proclaiming January 2024 as Mental  
9 Wellness Month and authorize the Chair to read, then sign the proclamation.”*

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

11 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,  
12 Commissioner Thompson*

13 Chair Kujala read the proclamation declaring January 2024 as Mental Wellness Month in  
14 Clatsop County.

15 **BUSINESS FROM THE PUBLIC**

16 Mary Eng, P.O. Box 12, Astoria, stated the cultural stigma around mental health issues  
17 could be mitigated if people acknowledged that everyone dealt with challenges. She  
18 was glad to see mental wellness on the agenda and she encouraged the County to  
19 expand resources. She recommended a drop-in recovery center. She also  
20 recommended that culture and socialization be incorporated into mental healthcare.

21 Tyler Thorson – inaudible

22 Blaine Verley, 4798 Cedar Street, Astoria, stated that he wanted to bring back the  
23 wilderness ecosystem that was destroyed in Clatsop County 100 years ago. He also  
24 recommended the forest be made more productive by not cutting down the trees. The  
25 rate of rising ocean levels will have parts of Clatsop County underwater in 10 years, so  
26 the County would need to change the way it viewed natural resources and see them as  
27 resources to hold on to. He encouraged the Board to save and bring back the trees.

28 **CONSENT CALENDAR**

29 Commissioner Toyooka requested that Item 4 be removed from the Consent Calendar  
30 because he wanted local vendors to be involved in the procurement process rather than  
31 using a statewide pool of vendors.

32 *Motion: “Approve the consent calendar with the removal of Item 4 – Purchase of 2023  
33 Ram 1500 4x4 for Building Codes.”*

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

35 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner  
36 Thompson*

37

38 3. Lower Columbia Youth Soccer Association – Lease Renewal {Page 22}

39 ~~4. Purchase of a 2023 Ram 1500 4x4 for Building Codes {Page 33}~~

- 1 5. Formal Categorization of certain properties pursuant to Property Management
- 2 Policies {Page 35}
- 3 6. Fisheries Net Pen Gangway & Float Contract {Page 59}
- 4 7. Non-Profit ARPA Funding Agreement – Helping Hands Reentry Outreach
- 5 Centers – Seaside Inclement Weather Shelter {Page 68}

6 County Manager Bohn confirmed that Staff would do more research on the truck  
7 purchase and bring it back to the Board at a future meeting.

## 8 **COMMISSIONER'S LIAISON REPORTS**

9 Commissioner Thompson reported that she was working on the information technology  
10 used by mental health providers and homeless services. She also reported that several  
11 State elected officials and staff were working with the County to get federal funding for  
12 system design and a new water structure for the Evergreen Acres neighborhood. They  
13 were also working with the Oregon Health Authority (OHA) and County Public Health  
14 Staff on more effective community responses. Some water was available in the  
15 neighborhood but there was still a lot of work to do. Lastly, she reported that the AOC  
16 was working on governance and revenue issues that impact taxpayers.

17 Commissioner Toyooka announced that the natural resources recognition dinner and  
18 auction was on January 20<sup>th</sup>, noting that the event was a benefit to support a school  
19 natural resource program. He also reported that the housing taskforce was currently  
20 addressing infrastructure and recreational vehicle (RV) issues.

21 Vice Chair Bangs reported that the County received a lot of concerns from people about  
22 issues that the County does not have any jurisdiction over. She also reported that the  
23 Board of Forestry met to discuss using the HCP as a tool for complying with the  
24 Endangered Species Act, rather than using the plan as a policy document.

25 Chair Kujala reported that he attended the Northwest Oregon Housing Authority  
26 (NOHA) meeting, where the Owens-Adair project was discussed. Hazards were  
27 identified with the proposal to build an underground parking lot and Astoria was working  
28 with Owens-Adair to find a solution. He also reported that Staff was preparing in  
29 advance for the coming weather.

## 30 **COUNTY MANAGER'S REPORT**

31 County Manager Bohn reported that the Emergency Management Department had  
32 activated the Emergency Operations Center and Staff would monitor what happened  
33 over the weekend. The Inclement Weather Policy required the County to remain open,  
34 but some Staff could work from home. He reminded that the County would be closed on  
35 Monday in observance of Martin Luther King Junior Day.

## 36 **BUSINESS AGENDA**

- 37 8. Appointments to the Fair Board {Page 71}

38 Kyle Sharpsteen, Fair Manager, stated the Board reviewed the four applications  
39 at their work session, noting that two of the applicants were existing board  
40 members seeking an additional term.



1 Vice Chair Bangs recommended the Fair Board maintain status quo because the  
2 board had done a lot of work over the last year and there was still a lot of work to  
3 be done. The other two applicants could still volunteer on Fair Board committees.

4 *Motion: "Approve Sarah Finn and Matt Bellingham and with terms ending  
5 December 2026 to the Clatsop County Fair Board."*

6 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.  
7 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,  
8 Commissioner Thompson*

- 9 9. Intergovernmental Agreement Amendment #5 between Oregon Health Authority  
10 (OHA) and Clatsop County, for the Biennium July 1, 2023 through June 30, 2024  
11 {Page 80}

12 Jiancheng Huang, Public Health Director, presented the Staff report on the  
13 proposed amendment to an IGA with OHA, which allowed for the rollover of  
14 COVID-19 Epidemiology and Lab Contract (ELC) funding, new State funding for  
15 Naloxone distribution, and funding to promote COVID-19 vaccines.

16 *Motion: "Approve the budget adjustment for \$61,724.00 to remain in compliance  
17 with Oregon budget law per ORS 294.338 and authorize the County Manager to  
18 sign Amendment 5 of IGA 180004 between OHA and Clatsop County  
19 Department of Public Health."*

20 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.  
21 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,  
22 Commissioner Thompson*

23 **PUBLIC HEARINGS**

- 24 10. Ordinance 24-01: LAWDUC Legislative Amendments (formerly Ordinance 23-15)  
25 {Page 93}

26 Chair Kujala stated this hearing had been continued from a previous meeting.

27 County Counsel Pope conducted the second reading of the ordinance.

28 Chair Kujala confirmed there were no public comments. He closed the public  
29 hearing.

30 *Motion: "Adopt Ordinance 24-01"*

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

32 Commissioner Thompson said she was concerned that budget constraints would  
33 delay the implementation of the new Codes.

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

- 36  
37 11. Ordinance 24-02: Comprehensive Plan Goal 5 Updates {Page 106}

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

1 Gail Henrikson, Community Development Director, presented the Staff report on  
2 the proposed updates to the Comprehensive Plan, focusing on the most recent  
3 revisions which were made in response to concerns expressed by Vice Chair  
4 Bangs and Commissioner Thompson. Staff originally meant to remove the last  
5 sentence of Wetland Policy M, which had been removed from other areas of the  
6 Plan. The Commission could direct Staff to remove the sentence or change the  
7 word “shall” to “may”. Staff recommended the hearing be continued to January  
8 24, 2024.

9 Commissioner Thompson recommended the last sentence of Wetland Policy M  
10 be removed. Chair Kujala confirmed there was consensus among the  
11 Commission to remove the sentence.

12 Chair Kujala opened the public hearing and asked if any Commissioner had a  
13 conflict of interest to declare. There were none. He called for public comments.  
14 There were none. He closed the public hearing.

15 *Motion: “Continue the matter to the January 24, 2024 meeting for second reading  
16 and adoption.”*

17 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.  
18 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,  
19 Commissioner Thompson*

20 12. Ordinance 24-04: Solid Waste Ordinance and Rules Amendment - Recycling  
21 {Page 187}

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

23 County Counsel presented the Staff report on the proposed amendments  
24 changing the recycling requirements. The changes would allow all County  
25 residents to have curbside recycling services within the year.

26 County Manager Bohn noted the haulers were supportive of the requirement to  
27 provide curbside recycling services to all residents. However, the haulers had  
28 infrastructure and supply chain issues to deal with before the services would  
29 become available.

30 Commissioner Toyooka asked if the recycling would include glass and Assistant  
31 County Manager Monica Steele responded and said not at this time.

32 Chair Kujala opened the public hearing and confirmed that no Commissioner had  
33 a conflict of interest to declare. He called for public comments. There were none.  
34 He closed the public hearing.

35 *Motion: “Continue the matter to the January 24, 2024 meeting for second reading  
36 and adoption.”*

37 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.  
38 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,  
39 Commissioner Thompson*

40 **GOOD OF THE ORDER**

1 There was nothing for the good of the order.

2 **ADJOURNMENT**

3 There being no further business, the meeting was adjourned at 7:03 pm.

4

5

Approved by,

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Mark Kujala, Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

**Agenda Title:** 2024-25 County Provider Agreement for Community Mental Health, Addition Treatment, Recovery and Prevention, and Problem Gambling Services

**Category:** Consent Calendar

**Presented By:** Amanda Rapinchuk, Management/Policy Analyst

**Issue Before the Commission:** Renewal of County Provider Agreement between Clatsop County and Clatsop Behavioral Healthcare (CBH) for the provision of community mental health, addiction treatment, recovery and prevention, and problem gambling services required by the Oregon Health Authority’s (OHA) Intergovernmental Agreement (IGA) with the County.

**Informational Summary:** CBH is the local provider meeting the approved statutory and program requirements of OHA for Clatsop County’s contracted provider for the provision of community mental health, addiction treatment, recovery and prevention, and problem gambling services.

Under the attached 2024-25 County Provider Agreement, CBH will adhere to all service, reporting, and statutory requirements for Service Elements (SEs) 4, 5, 9, 13, 17, 20, 24, 25, 25A, 26, 26A, 35A, 38, 63, 66, 67, and 81 as detailed in OHA IGA #00026005. The County will adhere to all service reporting, and statutory requirements for the remaining two SEs (SE #1 and SE #80).

Attachment 3 to this Provider Agreement is a copy of 2024-25 OHA IGA #00026005. It is not included in its entirety in the following document as the IGA can be found on the County website at: <https://www.clatsopcounty.gov/media/37336>

**Fiscal Impact:**

<i>Type of Service Elements</i>	<i>Amount</i>	<i>Total</i>
A&D	\$337,252.53	
MHS	\$3,716,529.75	
		<b>\$4,053,782.28</b>

**Requested Action:**

*“I move that the Board approve the 2024-25 County Provider Agreement (C8617) between Clatsop County and Clatsop Behavioral Healthcare for a not to exceed amount of*

*\$4,053,782.28, authorizing the County Manager to sign the Agreement and all subsequent amendments.”*

**Attachment List**

- A. 2024-25 County Provider Agreement
- B. [2024-25 OHA IGA #00026005](#) (weblink)

## 2024-25 CLATSOP COUNTY PROVIDER AGREEMENT

THIS AGREEMENT is hereby established by and between **Clatsop County** (hereinafter “County”) and **Clatsop Behavioral Healthcare** (hereinafter “Provider”).

WHEREAS, the Oregon Health Authority (OHA) has entered into an Intergovernmental Agreement for the Financing of, by Agreement #PO-44300-00026005 effective January 1, 2024, (hereinafter referred to “IGA”) to fund counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services;

WHEREAS, IGA # PO-44300-00026005 allows the County to purchase Services from a third person or entity; and

WHEREAS, County desires to enter into an agreement with Provider for provision of all Services required by IGA # PO-44300-00026005 in accordance with the terms and conditions therein; and

WHEREAS, Provider is willing, able, and qualified to perform and provide such Services;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed as follows;

1. **TERMS:** This Agreement shall commence on January 1, 2024 and shall continue until the final termination of the above described IGA # PO-44300-00026005 (Attachment 3 to this Agreement), which is expected to be June 30, 2025, unless terminated or amended as provided herein.
2. **COMPLIANCE WITH IGA:** Provider shall comply with all applicable provisions of that IGA # PO-44300-00026005 for the financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “IGA” or “International Agreement”) effective January 1, 2024 between the OHA and Clatsop County (“County”).
3. **SERVICE PERFORMANCE:** Provider shall perform or cause to be performed all Services required by IGA # PO-44300-00026005 except Service Element #1 (System Management and Coordination) and Service Element #80 (Problem Gambling Prevention Services). In performing such Services, Provider will always represent the best interests of County citizens and promote and strive to achieve results that improve the health and condition of County citizens.
  - 3.1. **Compliance:** All Services must be provided in compliance with applicable Oregon Administrative Rules (OAR) as well as other Federal, State, or County requirements as detailed in the Intergovernmental Agreement between the State and the County. Program performance and client service outcomes will be monitored by OHA. All programs will be required to maintain service standards set by OHA. Provider acknowledges County is required to notify OHA of any identified deficiency and that OHA may take enforcement action directly against Provider.
  - 3.2. **Coordination:** Provider shall work cooperatively with County and OHA and to integrate its Services with others so as to avoid duplication. Provider shall develop a systematic process for monitoring, evaluating, and improving the quality and application of Services provided. Provider shall maintain good communication with County, local advisory committee(s), and clients receiving Services and their advocates. Provider will allow a County representative to attend regularly scheduled meetings of its governing board.
  - 3.3. **Criminal Background Checks:** Provider shall perform criminal background checks of all employees who will render Services under this Agreement and shall retain information on the results of such

background checks in accordance with the Records and Retention provisions of this Agreement.

- 3.4. **Licenses:** Provider and its agents and employees performing Services under this Agreement shall hold all licenses, certificates, authorizations, and other approvals required by applicable law to deliver Services and shall maintain such licenses and certificates in good standing for the duration of this Agreement. Provider shall provide County with copies of licenses and certificates upon request.
- 3.5. **Community Mental Health Program Director:** The Provider's Executive Director shall be appointed and serve as County's Community Mental Health Program Director and Provider will fulfill all statutory responsibilities required of that position.

#### 4. REPORTING/MEETING REQUIREMENTS

- 4.1. **Data Reporting.** Provider agrees to prepare and furnish such reports and data as may be required by County and OHA, including but not limited to, financial reports documenting all expenditures of funds and carry over funds under this Agreement in accordance with generally accepted accounting principles, including quarterly reports to County on Services provided. Provider also agrees to prepare and furnish such additional reports and data as may be required by County and OHA. Provider agrees to and does hereby grant County and OHA the right to reproduce use and disclose for County or OHA purposes, all or any part of the reports, data, and technical information furnished to County under this Agreement. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Agreement.
- 4.2. **Meetings.** Provider will meet as requested with County, including but not limited to a weekly briefing with County staff, and semiannual (twice-yearly) presentations to the Board of County Commissioners. Provider will administer staff assistance to the Local Community Mental Health Advisory Committee.

5. **RECORDS MAINTENANCE, ACCESS, AND CONFIDENTIALITY:** Provider shall comply with records maintenance, access and confidentiality requirements of the IGA, specifically including those provisions set forth in Exhibit I (Required Provider Contract Provisions) to the IGA (Attachment 1 to this Agreement).

6. **INDEPENDENT PROVIDER:** Provider agrees that it is an independent Provider and not an agent of the State of Oregon, the Oregon Department of Human Services or County. Provider shall be responsible for payment of all Social Security, and Federal and State taxes on any wages paid to Provider's employees.

#### 7. PAYMENT:

7.1. **Payment of Contract.** Subject to availability of funds, County shall provide monthly payments to Provider upon receipt of payment from the OHA, for rendering the Services listed in this Agreement. The initial amount granted by the IGA is \$4,177,413.78. Less the amount retained by the County for Service Element #1 and Service Element #80, the not to exceed amount for this Agreement is \$4,053,782.28, as detailed in Attachment 2 to this Agreement. Provider shall not expend funds on the delivery of a Service in excess of the amount reasonable and necessary to provide quality Service. Funds may only be used for the delivery of each Service Element in the OHA IGA, in the amount established for that Service. The amount of these monthly payments will be the amount received by County from OHA. The maximum total amount of funds to be paid to Provider for the performance period of this Agreement shall not exceed the amount County received from OHA.

7.2. **Retain Fees.** Provider may retain all program fees and charges billed to clients, third party reimbursements, and interest earned on such funds, and shall expend such funds on its program. Revenues received by Provider from program fees and charges billed to clients, third party reimbursements,

contributions or funds from any source, and interest earned on such funds are not an offset to costs of Services provided and shall be applied to reduce the program's eligibility for State funds. Locally generated funds may be carried over from one fiscal year to another.

7.3. **Suspending Payment.** County may suspend or withhold payments if Provider fails to comply with requirements of this Agreement. Payments to Provider pursuant to this Agreement shall be only for Services provided in accordance with the provisions of the Services Description and the IGA.

7.4. **Withholding Payment.** Notwithstanding any other payment provision of this Agreement, the failure of Provider to submit required reports when due, or to perform or document the performance of contracted Services, may result in the withholding of payments by County. County shall notify OHA when such payments are withheld.

7.5. **Limitations.** County shall not be liable for any expenditure without statutory appropriations pursuant to ORS 294.305 et. seq. (Local Budget Law). County shall not be indebted or liable for any obligation created by this Agreement in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.

8. **EXPENDITURE OF FUNDS:** Provider may expend the funds paid to Provider under this Agreement solely on the delivery of Services described in the IGA, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

8.1. **Service Only.** Provider may not expend funds paid to Provider under this Agreement for a particular Service on the delivery of any other Service.

**Restrictions.** Provider may not use the funds paid to Provider under this Agreement for such purposes as detailed in Attachment 1 to this Agreement.

8.2. **Carry-Over Funds.** The parties recognize and agree that County retains statutory responsibility and authority for the use of Carry-Over funds. Provider will take all necessary steps to "ensure that property obtained with carry over funds be dedicated formally to use in providing Services." Nothing in this subsection is intended to prevent Provider from engaging in activities, which provide funds unrelated to this Agreement. On termination of this Agreement, all Carry-Over funds applicable to Services provided in Clatsop County held by Provider shall be delivered to County.

9. **RECOVERY OF FUNDS AND REALLOCATIONS:**

9.1. **Expenditure of Funds.** Where the County or OHA determines that Provider has not expended, has under-expended or has misallocated payments under this Agreement; such funds shall be reallocated according to the following:

A. Where payments have not been made prior to such determination, the amount of such unexpended, under-expended, or misallocated funds shall be deducted from payment or reimbursement to Provider.

B. Where payments have been made prior to such determination, the amount of such unexpended, under-expended, or misallocated funds shall be refunded to County or to OHA at the end of the contracted performance period or shall be reallocated by County or OHA as may be required.

9.2. **Contract Termination or Suspension.** In the event of any early termination, cancellation, or suspension of this Agreement, or in the event that a Service Element is not authorized or is revoked or suspended by OHA, Provider shall submit a report of expenditures to County and to OHA. Any County or OHA funds



in the Provider's possession, which are not dedicated to fund authorized expenditures under this Agreement, shall be refunded to County or to OHA according to the instructions of County.

9.3. **Refunds.** Upon the occurrence of any of the following events, Provider shall refund to County all monies demanded no later than thirty (30) days after notification that a refund is required.

- A. If funds are spent for purposes not authorized under the terms of this Agreement;
- B. If payments are made to Provider by County that are in excess of authorized expenditures; or
- C. If Federal, State, or County audit requires that a refund be made.

If Provider fails to make refunds as required herein, County may, at its discretion, deduction such refund amounts from future payments to Provider.

10. **SUBCONTRACTORS:** Provider may subcontract with other service providers for the delivery of Services only upon the prior written consent and approval by County. Provider shall include Exhibit H (Required Federal Terms and Conditions), Exhibit I, and Exhibit J (Provider Insurance Requirements) to the IGA (included in Attachment 3 to this Agreement) in all permitted subcontracts under this Agreement. Provider shall also include Exhibits B-1 (Service Descriptions) and/or B-2 (Specialized Service Requirements) to the IGA (included in Attachment 3 to this Agreement) in permitted subcontracts under this Agreement when the subcontract pertains to one or more services defined in the Exhibit.

11. **NONDISCRIMINATION:** No person shall be denied Services or be discriminated against on the basis of race, color, religion, national origin, sex, disability, language, sex stereotypes, gender identity, sexual orientation, military status, marital or family status, pregnancy, duration of residence, or any other protected class under Federal or Oregon law. No person shall be denied Services or be discriminated against on the basis of handicap, diagnostic category, or age unless predetermined Clinical Criteria for the Service specifically restricts the program to certain categories of age ranges. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part by County.

12. **INDEMINIFICATION:**

12.1. **Defend.** To the extent permitted by applicable law, Provider shall defend (in the case of the State of Oregon and OHA, subject to ORS Chapter 180), save, and hold harmless Clatsop County, the Department of Human Services of the State of Oregon, the State of Oregon, and their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, agents, or subcontractors under this Agreement.

12.2. **Tort Limitation.** To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, County shall indemnify Provider against liability for damage to persons and property arising from County's negligence, wrongful acts, or omissions under this Agreement.

12.3. **Tort Claims.** Provider and its subcontractor, employees, and agents are performing the Services under this Agreement as Independent Providers, and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. Provider shall not be deemed an agent of County under the Oregon Tort Claims Act.

13. **INSURANCE:** Provider shall meet all insurance requirements set forth in Exhibit J to the IGA (included in

Attachment 3 to this Agreement). If insurance requirements are increased by the State of Oregon during the term of this Agreement, Provider will immediately attain additional insurance. All policies will name County as an additional insured.

**14. TERMINATION:**

**14.1. Mutual Consent.** This Agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar days' written notice. Termination under this section shall not affect the rights of the parties existing at the time of termination, and, if Provider is not in default, Provider shall be paid for all Services performed prior to the date of termination.

**14.2. County Termination.** County may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Provider or at such later date as may be established by County, under any of the following conditions:

- A. If funding to the County from the State is not obtained or is not continued at levels sufficient to pay for Services authorized by the Agreement;
- B. If Federal or State laws, statutes, rules or regulations are modified, changed, or interpreted in such a manner that the Services are no longer allowable or appropriate under this Agreement.
- C. If any license or certification required by law or regulation to be held by Provider to provide the Services under this Agreement is for any reason denied, revoke, suspended, or not renewed;
- D. If Provider fails to provide the Services required under this Agreement, and after receipt of written notice from County, fails to correct such failure within ten (10) calendar days or such other period as County may require. Written notice shall specify the nature of the breach with reasonable particularity.

**14.3. Provider Termination.** Provider may terminate this Agreement only as permitted in the IGA.

**14.4. Default.** Notwithstanding any subsection above, either party may declare a default immediately upon the occurrence of a major breach by the party. A major breach is one that substantially impairs the contractual relationship of the parties to provide the Services pursuant to this Agreement, and includes, but is not limited to:

- A. Acts or omissions that jeopardize or endanger the health, safety, or security of any persons;
- B. Misuse of funds;
- C. Intentional falsification of records;
- D. Malfeasance by either party's officers, employees, or agents;
- E. Intentional refusal to comply with the provisions of this Agreement; or
- F. A pattern of continual minor breaches.

**14.5. Resolution.** In the event of default, before either party may bring an action in any court concerning this Agreement, such party may resolve the issue through negotiations or through other non-binding alternative dispute resolution. Pending final resolution of a dispute, or pending termination of this Agreement, the parties shall proceed diligently with the performance of the Services under this

Agreement unless otherwise notified in writing.

14.6. **Rights.** If a default occurs and it is not resolved by alternative dispute resolution as above, the party injured by the default may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law. Any litigation arising out of this Agreement shall be conducted in the Circuit Court of the State of Oregon for Clatsop County.

14.7. **Rights Non-exclusive.** The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.

14.8. **Cease Activities.** Upon receiving a notice of termination, Provider shall immediately cease all activities under this Agreement, unless expressly directed otherwise by County in the notice of termination. Further, upon termination, Provider shall deliver to County all documents, reports, records, and other property as required in this Agreement.

15. **COMPLIANCE WITH LAW:** In addition to the requirements of Exhibit I, Section 5 of the IGA, (Attachment 1 to this Agreement), Provider shall comply with resolutions and ordinances of County applicable to this Agreement or to the delivery of Services hereunder.

16. **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 covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless the waiver is in writing, and executed by the party against whom the waiver is asserted.

17. **SEVERABILITY:** If any provision of this Agreement is found by a Court of competent jurisdiction to be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be impaired.

18. **FURTHER ASSURANCES:** The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Agreement.

19. **NOTICES:** Any notice under this Agreement shall be deemed to have been duly served if in writing, contained in a sealed envelope, and personally delivered or sent by first class mail as follows:

To County: Attn: County Manager  
Clatsop County  
800 Exchange, Suite 410  
Astoria, OR 97103

To Provider: Attn: Executive Director  
Clatsop Behavioral Healthcare  
65 N. HWY 101, Suite 204  
Warrenton, OR 97146

Any such notice shall be deemed conclusively to have been delivered to the addresses three (3) days after deposit in the U.S. Mail.

20. **CONTRACT ADMINISTRATOR:** The Clatsop County Manager or their designee shall be the coordinating authority for Services contracted under this Agreement.

21. **AMENDMENT:** This Agreement shall not be waived, altered, modified, supplemented or amended in any

manner without a duly executed Amendment. Any Amendment to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

22. **INTEGRATION OF IGA:** This Agreement shall be subject to all terms and conditions of the IGA between OHA and County. In the event that any term or provision of this Agreement conflicts with the IGA, the applicable terms of the IGA shall control. Provider shall comply, as if it were County thereunder, with the Federal requirements set forth in Exhibit H to the IGA (included in Attachment 3 to this Agreement), OHA requirements set forth in Exhibit I to the IGA (included in Attachment 3 to this Agreement), and insurance requirements set forth in Exhibit J to the IGA (included in Attachment 3 to this Agreement). For purposes of this Agreement, all references in this Agreement to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

23. **ENTIRE AGREEMENT:** This Agreement, the IGA (Attachment 3 to this Agreement), and the Attachments, constitute as the entire agreement between the parties. There are no promises, agreements, conditions, or understandings, either oral or written, between the parties other than those set forth in this Agreement. This Agreement supersedes and cancels any prior written or verbal agreement between the parties for similar Services.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year below written.

PROVIDER:

COUNTY:

CLATSOP BEHAVIORAL HEALTHCARE

CLATSOP COUNTY BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Amy Baker, Executive Director

\_\_\_\_\_  
Mark Kujala, Chairperson

1/25/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment 1 - Exhibit I

### 2024-2025 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES

#### EXHIBIT I REQUIRED PROVIDER CONTRACT PROVISIONS

1. **Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of service elements (SEs), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Provider may not expend on the delivery of assigned SEs (see Attachment 2) any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of assigned SEs (see Attachment 2)
  - b. If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
  - c. If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
    - (1) Provide inpatient hospital services;
    - (2) Make cash payments to intended recipients of health services;
    - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
    - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - d. Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

## 2. Records Maintenance, Access, and Confidentiality.

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies, and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
  - (1) Client identification;
  - (2) Problem assessment;
  - (3) Treatment, training and/or care plan;
  - (4) Medical information when appropriate; and
  - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.

f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@odhsoha.oregon.gov](mailto:MOTS.Support@odhsoha.oregon.gov).

3. **Alternative Formats of Written Materials, Interpreter Services.**

In connection with the delivery of Service Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
- b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's language from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

- 4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
  - a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. "Disclosure."
- 5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) 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 delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, 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. In addition, Provider shall comply, as if it were County



thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J “Provider Insurance Requirements,” of the certain 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of 1/1/2024, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall 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 Provider 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 Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

## Attachment 2 - Budget 2024-25 OHA IGA Budget

1/22/2024

SE #	Fund #	Jan 2024 - June 2024		July 2024 - June 2025		Jan 2024 - June 2025		Funded Entity
		Operating Dollars		Operating Dollars		TOTAL Operating Dollars		
		By Fund	By SE	By Fund	By SE	By Fund	By SE	
1	804	\$ 27,863.00	\$ 30,203.00	\$ 55,726.00	\$ 58,066.00	\$ 83,589.00	\$ 88,269.00	Admin
		\$ 1,170.00		\$ 2,340.00		\$ 3,510.00		
		\$ 1,170.00				\$ 1,170.00		
4	804	\$ 57,193.06	\$ 79,109.33	\$ 114,386.12	\$ 150,600.66	\$ 171,579.18	\$ 229,709.99	CBH
		\$ 3,809.00		\$ 7,618.00		\$ 11,427.00		
		\$ 3,809.00		\$ 28,596.54		\$ 32,405.54		
		\$ 14,298.27				\$ 14,298.27		
5	804	\$ 30,168.75	\$ 32,702.75	\$ 60,337.50	\$ 62,871.50	\$ 90,506.25	\$ 95,574.25	CBH
		\$ 1,267.00		\$ 2,534.00		\$ 3,801.00		
		\$ 1,267.00				\$ 1,267.00		
9	804	\$ 6,253.33	\$ 310,286.66	\$ 12,506.67	\$ 310,286.67	\$ 18,760.00	\$ 620,573.33	CBH
		\$ 148,890.00		\$ 297,780.00		\$ 446,670.00		
		\$ 148,890.00				\$ 148,890.00		
		\$ 6,253.33				\$ 6,253.33		
13	804	\$ 4,495.00	\$ 116,015.00	\$ 214,050.00	\$ 223,040.00	\$ 218,545.00	\$ 339,055.00	CBH
		\$ 107,025.00		\$ 8,990.00		\$ 116,015.00		
		\$ 4,495.00				\$ 4,495.00		
17	804	\$ 214.58	\$ 214.58	\$ 429.18	\$ 429.18	\$ 643.76	\$ 643.76	CBH
20	804	\$ 162,622.00	\$ 179,009.34	\$ 325,244.00	\$ 341,631.33	\$ 487,866.00	\$ 520,640.67	CBH
		\$ 8,193.67		\$ 16,387.33		\$ 24,581.00		
		\$ 8,193.67				\$ 8,193.67		
	301 (Fed)	\$ 32,467.33	\$ 32,467.33	\$ 64,934.67	\$ 64,934.67	\$ 97,402.00	\$ 97,402.00	CBH
24	804	\$ 1,251.00	\$ 32,296.75	\$ 59,589.50	\$ 62,091.50	\$ 60,840.50	\$ 94,388.25	CBH
		\$ 29,794.75		\$ 2,502.00		\$ 32,296.75		
		\$ 1,251.00				\$ 1,251.00		
25	406	\$ 69,310.67	\$ 452,209.66	\$ 138,621.34	\$ 904,419.34	\$ 207,932.01	\$ 1,356,629.00	CBH
	804	\$ 204,683.33		\$ 409,366.66		\$ 614,049.99		
	806	\$ 178,215.66		\$ 356,431.34		\$ 534,647.00		
25A	804	\$ 1,351.00	\$ 53,361.00	\$ 2,702.00	\$ 102,530.00	\$ 4,053.00	\$ 155,891.00	CBH
		\$ 2,096.00		\$ 4,192.00		\$ 6,288.00		
		\$ 14,055.67		\$ 28,111.33		\$ 42,167.00		
		\$ 2,096.00				\$ 2,096.00		
	815	\$ 33,762.33		\$ 67,524.67		\$ 101,287.00		
26	804	\$ 481.00	\$ 12,411.00	\$ 22,898.00	\$ 23,860.00	\$ 23,379.00	\$ 36,271.00	CBH
		\$ 11,449.00		\$ 962.00		\$ 12,411.00		
		\$ 481.00				\$ 481.00		
26A	301 (Fed)	\$ 32,831.00	\$ 32,831.00	\$ 65,662.00	\$ 65,662.00	\$ 98,493.00	\$ 98,493.00	CBH
35A	804	\$ 8,983.67	\$ 9,737.67	\$ 754.00	\$ 18,721.33	\$ 9,737.67	\$ 28,459.00	CBH
		\$ 377.00		\$ 17,967.33		\$ 18,344.33		
		\$ 377.00				\$ 377.00		
38	406	\$ 635.50	\$ 14,644.50	\$ 1,271.00	\$ 28,155.00	\$ 1,906.50	\$ 42,799.50	CBH
	411	\$ 12,875.00		\$ 25,750.00		\$ 38,625.00		
	804	\$ 567.00		\$ 1,134.00		\$ 1,701.00		
	\$ 567.00			\$ 567.00				
63	421	\$ 13,026.74	\$ 13,026.74	\$ 26,053.48	\$ 26,053.48	\$ 39,080.22	\$ 39,080.22	CBH
66	401	\$ 27,775.45	\$ 29,950.45	\$ 55,550.90	\$ 57,725.90	\$ 83,326.35	\$ 87,676.35	CBH
	807	\$ 1,087.50		\$ 2,175.00		\$ 3,262.50		
	\$ 1,087.50			\$ 1,087.50				
	520 (Fed)	\$ 23,724.95	\$ 23,724.95	\$ 47,449.90	\$ 47,449.90	\$ 71,174.85	\$ 71,174.85	CBH
67	421	\$ 3,487.46	\$ 39,540.37	\$ 6,974.92	\$ 79,080.74	\$ 10,462.38	\$ 118,621.11	CBH
	807	\$ 36,052.91		\$ 72,105.82		\$ 108,158.73		
80	888	\$ 11,787.50	\$ 11,787.50	\$ 23,575.00	\$ 23,575.00	\$ 35,362.50	\$ 35,362.50	PH (juv)
81	888	\$ 6,900.00	\$ 6,900.00	\$ 13,800.00	\$ 13,800.00	\$ 20,700.00	\$ 20,700.00	CBH
		<b>\$ 1,512,429.58</b>	<b>\$ 1,512,429.58</b>	<b>\$ 2,664,984.20</b>	<b>\$ 2,664,984.20</b>	<b>\$ 4,177,413.78</b>	<b>\$ 4,177,413.78</b>	
<b>County Funds (SE1 + SE80)</b>		\$ 41,990.50	\$ 41,990.50	\$ 81,641.00	\$ 81,641.00	\$ 123,631.50	\$ 123,631.50	
Agenda Item #6.		\$ 1,470,439.08	\$ 1,470,439.08	\$ 2,583,343.20	\$ 2,583,343.20	\$ 4,053,782.28	\$ 4,053,782.28	Page 66

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**AGREEMENT # PO-44300-00026005**

**2024-2025 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clatsop County**, a political subdivision of the State of Oregon (“County”).

**RECITALS**

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** 2023-2025 Measure 57 Program Grant Award  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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**Issue Before the Commission:** Should Clatsop County enter into an agreement with the State of Oregon to continue to provide effective interventions for drug addicted, justice-involved adults under Community Corrections supervision?

**Informational Summary:** Clatsop County Community Corrections request the Board approve the 2023-25 Measure 57 Supplemental Funds Intervention Program Budget Summary and authorize the County Manager to execute IGA # 6606 with the State of Oregon. Clatsop County receives supplemental funds from the State of Oregon to provide addiction services and treatment for certain repeat property offenders at risk of reoffending in accordance with OAR Chapter 291, Division 31. Clatsop County uses the supplemental funds to provide supervision, treatment services, housing services, and sanction costs. The 2023-25 M57 Supplemental Funds total \$154,232. One-half of the Grant funds will be disbursed to the County within 15 days after execution of this Agreement. A Resolution & Order is needed to receive the funds as adjustments to FY 2023-24 budget is necessary to properly receive the revenue. The second half of the Grant funds will be dispersed July 1, 2024.

**Fiscal Impact:** Revenue increase of \$2,116 over M57 revenue projections for FY 23-24.

**Requested Action:**

**Approve IGA# 6606 with the State of Oregon in the amount of \$ 154,232 and sign Resolution & Order. Authorize County Manager to sign the contract and any amendments.**

**Attachment List**

- A. Clatsop 2023-2025 M57 Supplemental Funds Application
- B. IGA #6606 Clatsop County M57 Agreement
- C. Resolution & Order



## 2023-2025 Measure 57

### APPLICATION COVER PAGE

COUNTY NAME: Clatsop County

CONTACT NAME: Lt Kristen Hanthorn

CONTACT ADDRESS: 1190 SE 19th St  
Warrenton, OR 97146

TELEPHONE NUMBER: 503-338-3780 E-MAIL ADDRESS: khanthorn@clatsopcounty.gov

Participant population to be served:

Drug addicted, repeat property offenders engaged in Clatsop County Specialty Courts or assigned to our Gender Responsive caseload.

Number of individuals who will participate in the program:

At any given time (program capacity): 40

Number of participants per year: 55

## A. Description of Services

Describe the intervention your county proposes to provide by answering the following questions. Be sure to integrate into your responses how the standards for intervention described in Section II will be addressed.

### 1. Describe your intervention approach. How will you use supervision, treatment, interventions, and sanctions to reduce drug abuse and criminal behavior?

Clatsop County Sheriff's Office Community Corrections provides intensive supervision and substance abuse outpatient treatment to drug addicted Justice Involved Individuals (JI's) under community supervision. The objective of this program is to provide a menu of evidence-based treatment approaches and swift/sure behavioral practices (incentives and sanctions) in the community that aid in the rehabilitation of M57 program participants by reducing the highest risk factors that impact recidivism. Eighty percent of participants have been convicted or charged with crimes listed in ORS 137.717 and all score as a high or medium risk to re-offend on the Public Safety Checklist or other validated risk tool. Clatsop County Community Corrections shall use M57 treatment dollars to support the Clatsop County Drug Court program and Gender Responsive caseload clientele (female JIs or individuals who identify as female) engaged in treatment services provided by Clatsop Behavioral Healthcare (CBH).

Community Corrections will oversee the community supervision of program participants. Duties of Community Corrections will consist of completing risk assessments, treatment referrals, case plans, office visits, home visits, field/employment visits, cognitive-behavioral interventions (Effective Practices in Community Supervision), structured sanctions/interventions/violation reports, and will work collaboratively with Clatsop Behavioral Healthcare to provide a comprehensive continuum of care that addresses the individual needs of program participants. Risk assessment results from the TCU Drug Screen, LSCMI, and WRNA risk assessments shall drive case plans and supervision decisions. Behavioral practices (effective reinforcement, effective disapproval, and effective use of authority) shall be used by the PO in the context of face to face interactions with JIs. Swift and sure incentives and sanctions shall be utilized to reinforce positive change or to curb violation behaviors. Treatment dosage shall be accumulated through contacts with treatment providers utilizing manualized evidence-based treatment and through Effective Practices in Community Supervision (EPICS) sessions with the parole and probation deputies. Clatsop County Community Corrections staff are trained in the EPICS model and submit quarterly tapes to ensure ongoing fidelity to the model. EPICS interventions include Cost Benefit Analysis, Behavior Chain, Structured Skill Building, Tapes and Counters, Problem Solving, and Carey Guides. Female JIs will have the opportunity to participate in the Pathways model. The parole and probation deputy will consult with treatment providers monthly to staff cases and shall ensure that case plans and treatment plans align and adhere to SMART (Specific, Measurable, Attainable, Realistic, Timely) protocol. Individualized case plans shall be collaboratively created by the parole and probation deputy with the input of the JI to address relevant proximal goals while focusing on criminogenic risk factors that impact recidivism. Comprehensive evidence-based treatment services will be utilized to support JIs in moving effectively through the stages of change.

### 2. Describe the treatment program design, including expected duration and intensity.

Clatsop Behavioral Healthcare provides a continuum of alcohol, drug, mental health, peer support, medication management, MAT services, and other related treatment and rehabilitation services to M57 program participants. CBH is dedicated to improving the quality of life of people whose lives are affected by mental health, addictions, and developmental disabilities. CBH believes in the value of strength-based interventions and they work diligently to meet clients with unconditional positive regard. Clatsop Behavioral Healthcare provides services to clients utilizing evidence-based models and manualized curricula when appropriate. These therapeutic interventions include University of Cincinnati Cognitive Behavioral Interventions, Moral Reconciliation Therapy, Seeking Safety, Dialectical Behavioral Therapy, etc. Non-manualized therapeutic interventions are often used when a trauma-informed approach is needed and some of these

treatment modalities include Internal Family Systems (IFS), Eye Movement Desensitization and Reprocessing (EMDR), Somatic Counseling, Motivational Interviewing, and Solution Focused Therapy. CBH works in partnership with Community Corrections to assist people in their recovery journey. CBH is committed to staying apprised and up to date on best practice standards. CBH will review suggested treatment modalities for efficacy and implement interventions that are best suited for clients, on a case-by-case basis. Evidence has shown that treatment within the offending population is more effective when low level offenders are separated from high level offenders. Evidence also suggests that treatment should be gender specific, culturally responsive, and gender responsive. Treatment program design considers motivation and stage of change when making treatment planning decisions. CBH will seek to deliver evidenced-based approaches when working with clients with criminal history. The providers assigned to this program will be CADCs, QMHPs, licensed behavioral health providers and certified peer support professionals. All clinical assessments will be completed by a provider appropriately credentialed, depending on the client's presenting issue.

Clatsop Behavioral Healthcare has been operating a MAT clinic for over three years. This clinic provides low barrier care to clients struggling with opiate and alcohol use disorders. This team is oriented in harm reductionist theory. CBH's MAT clinic has multiple partnerships with community providers that allows them to provide fast, accessible, client centered care to folks seeking services. Their prescribers work for Columbia Memorial Hospital, Fora Health Treatment and Recovery, and OHSU. The panel is large, including more than 15 different prescribers, all oriented in harm reductionist theory. MAT services are now provided in the Clatsop County Jail to meet the needs of JIs in various contexts within the local criminal justice system. The M57 program duration is a minimum of 12 months and treatment planning and program length will depend on treatment planning goals and progress. Prescribed cognitive interventions and treatment dosage will depend on individual program participant risk/need factors as identified by a validated risk assessment tool.

### 3. Describe any collaboration in your approach, including local criminal justice system and local servicers' providers.

The Clatsop County M57 Program will be a collaborative team approach between the Clatsop County Sheriff's Office (Community Corrections and Jail Corrections) and Clatsop Behavioral Healthcare (CBH). These organizations partner in service delivery to address the individual risks/needs/responsivity of justice involved individuals in the M57 program. Community Corrections and CBH will have regular and ongoing contact to ensure communication is fluid and the program is operating effectively. The Community Corrections staff prioritize cognitive behavioral approaches and therapeutic interventions to assist justice involved individuals with moving effectively through the stages of change and avoiding the practice of punitive sanctioning on technical violation behaviors that could be addressed effectively in treatment, cognitive-behavioral programming, and/or medication assisted treatment. Treatment interventions shall be prioritized and utilized often. Clatsop Behavioral Healthcare shall provide comprehensive substance abuse and mental health services in various contexts (in the community and jail). For example, should it be determined that a program participant is in crisis or acute need, the Clatsop Behavioral Healthcare Rapid Access Clinic (CBH RAC) would be available as a valuable resource for this program. CBH RAC provides immediate access to crisis, assessment, and treatment services.

Clatsop County Community Corrections and Clatsop Behavioral Healthcare have developed a positive and consistent relationship with Clatsop County Jail Management. The Clatsop County Jail provides medical care and treatment services to individuals in custody. The new Clatsop County Jail facility is fully operational and Clatsop Behavioral Healthcare is providing medication assisted treatment, mental health services, and substance abuse treatment within the facility. The new Clatsop County Jail has doubled its capacity which enhances opportunities for swift/sure structured sanctions to curb anti-social behavior with additional programming room space to address behavioral health needs on site. Due to increased jail space and an increase in services being offered in house, there is no longer a need to force release individuals that pose a real risk to community safety, increasing our county's ability to retain individuals in the community and address violation behaviors and behavioral health locally.

The Clatsop County Sheriff's Office Community Corrections Division works closely with the Local Public Safety Coordinating



Council (LPSCC) to review, provide direction/feedback, and recommend improvements to our Measure 57 program.

4. What research or evidence is there that supports the approach? If the approach has been in operation for at least a year, what have been the outcomes of the approach? If the approach has been in operation for at least a year, how do participants rate on the community corrections performance measures (recidivism, successful completion of supervision, employment, benefit from treatment, payment of restitution and/or community service work)?

The Clatsop County M57 Program was developed to align with the University of Cincinnati (UC) "What Works" and Core Correctional Practices Principle. This principle has robust empirical evidence suggesting it is the most effective approach for positively impacting recidivism and behavior change with justice involved individuals. The UC "What Works" and Core Correctional Practices Principle prioritizes concepts such as Principles of Effective Intervention, Risk/Need/Responsivity Framework, and Fidelity Principle. Every major study shows a strong relationship between program integrity and recidivism. The objective of the Clatsop County M57 is to prioritize evidence-based decision making along the continuum of supervision and services. Clatsop County's M57 program prioritizes the use of validated risk assessment tools that are used to drive supervision decision making, treatment referrals, and cognitive behavioral dosage. The highest levels of cognitive behavioral dosage are delivered to medium and high-risk justice involved individuals in the program. Cognitive Behavioral dosage is accumulated through the use of manualized treatment approaches (ex. MRT, Seeking Safety) delivered by Clatsop Behavioral Healthcare and Effective Practices in Community Supervision (EPICS) sessions (ex. Structured Skill Building, Cost Benefit Analysis) delivered by Clatsop County Community Corrections. The Clatsop County M57 program has been in operation for over one year and has historically supported the Clatsop County Drug Court program and will continue to do so in the next biennium. Specialty Court programs have significant documented research that demonstrates the effectiveness of this model when the program adheres to the 10 Key Components of Drug Courts. The Clatsop County Drug Court program adheres to the 10 Key Components of Drug Courts and passed the last Correctional Program Checklist (CPC) review that was conducted.

The Clatsop County M57 program is designed to reduce recidivism for medium and high-risk justice involved individuals that have been convicted of repeat property crimes and have a history of substance abuse. Recidivism reduction is achieved by prioritizing cognitive behavioral interventions and treatment for this high-risk/high need population and tailoring supervision to the individual needs of program participants. Twenty-two individuals were served by the program over the last 12 months. Over 90% of Clatsop County M57 program participants have features of a substance use disorder or co-occurring disorder (substance dependence and mental health condition) and have one or more criminogenic risk factors that negatively impact recidivism statistics (Procriminal Attitude/Orientation, Antisocial Pattern, Companions). Seventy two percent of program participants are engaged in a Specialty Court program (Drug Court or Mental Health Treatment Court) or are assigned to a Gender Responsive Caseload. Specialty Court programs and Gender Responsive Supervision both place heavy emphasis on treatment (substance use disorder and mental health) and cognitive behavioral interventions like EPICS and the Pathways model. Gender Responsive Supervision prioritizes careful attention to relationships, past trauma, mental health and understanding the pathway for how that individual came to be on community supervision. Approximately 60% of Clatsop M57 program participants are actively engaged in some form of treatment and are receiving some benefit from comprehensive services. Approximately 70% of Clatsop County M57 program participants are targeted to successfully complete treatment and/or community supervision successfully. The current revocation rate for the Clatsop County M57 program is an approximate range of 13 to 18% with about 10% of individuals identified as reaching maximum benefit due to lack of progress/movement through the stages of change. Should a program participant receive a notice of noncompliance from treatment due to lack of follow through, lack of progress, etc., an updated case plan and treatment plan is generated and program participants may be re-referred to services or dosage may be increased to better meet the needs of the individual.

Moving forward into the next biennium, Clatsop County will be making process changes to increase program usage by identifying program participants at intake. New performance measures will be implemented to more accurately capture movement through the stages of change.

**B. Budget**

Show the budget for the intervention approach using the form in Attachment B. List personnel by job title and FTE. List all materials and services by type. List all contracted and professional services by type. Include state funds and any other funds that will be used to operate the program.

**ATTACHMENT B**  
**CLATSOP**  
**2023-2025 M57 Supplemental Funds**  
**Intervention Program Budget Summary**

<b>Program Expenses</b> (please be detailed)	<b>2021-2023</b> <b>M57</b> <b>Supplemental</b> <b>Funds Carryover</b>	<b>2023-2025</b> <b>M57</b> <b>Supplemental</b> <b>Funds</b>	<b>Other State</b> <b>Funds</b>	<b>County/Local</b> <b>Funds</b>	<b>Total</b>
<b><i>A. Supervision Related Personnel Costs</i></b>  Salaries and wages (include position FTE and type)  Payroll taxes and benefits		.10 FTE Supervisor for Program Management \$36,201  .20 FTE Probation Deputy Gender Responsive Caseload \$63,799			\$100,000
<b><i>B. Materials and Services</i></b> (be detailed) UA testing/supplies Incentives/rewards Subsidy bus passes Prepaid phone Subsidy housing Clothing, goodwill vouchers	\$27,151	\$1,978			\$29,129
<b><i>C. Treatment Provider and/or Contracted Professional Services</i></b> (be detailed) Contracted CADC provided by Clatsop Behavioral Healthcare to serve Adult Drug Court Participants.	\$80,000				\$80,000
<b><i>D. Sanction Costs (by type)</i></b>  Jail Sanctions \$80,000 EM Sanctions \$10,000 Community Service \$6,000	\$43,746	\$52,254			\$96,000
<b><i>E. Capital Outlay and Start-Up Costs</i></b>					
<b>Total</b>	\$150,897	\$154,232			\$305,129



# Clatsop County

Public Safety Coordinating Council  
800 Exchange St., Suite 200  
Astoria, Oregon 97103

Phone (503) 325-8601  
Fax (503) 338-3648 fax  
www.co.clatsop.or.us

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October 26, 2023

Jeremiah Stromberg, Asst Director  
DOC-Community Corrections Division  
3723 Fairview Industrial Drive SE  
Salem, OR 97310

Re: 2023-2025 M57 Supplemental Fund Application

Dear Sir,

The Clatsop County Public Safety Coordinating Council is pleased to support the 2023-2025 Measure 57 Supplemental Fund program developed by Community Corrections staff.

The Clatsop County M57 program is designed to reduce recidivism for medium and high-risk justice involved individuals that have been convicted of repeat property crimes and have a history of substance abuse. Recidivism reduction is achieved by prioritizing cognitive behavioral interventions and treatment for this high-risk/high need population and tailoring supervision to the individual needs of program participants. Clatsop County Community Corrections shall use M57 program dollars to support the Clatsop County Drug Court program and Gender Responsive caseload clientele (female JIIs or individuals who identify as female) engaged in treatment services provided by Clatsop Behavioral Healthcare (CBH).

On behalf of the Clatsop County PSCC, thank you and your staff for their continued support of our local community corrections programs.

Sincerely,

Kelly Braaten  
Chair, Clatsop County Public Safety Coordinating Council

INTERGOVERNMENTAL AGREEMENT #6606  
BETWEEN THE STATE OF OREGON AND CLATSOP COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clatsop County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY’s percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## **I DEFINITIONS**

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY’s Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

#### **V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
  - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old



patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
  9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  10. Co-ed treatment shall be avoided if possible.
  11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2024.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$154,232. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

- X **INDEMNIFICATION.** See Exhibit B, which is incorporated into and made part of this

Agreement.

## **XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

## **XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

## **XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

#### **XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

#### **XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

#### **XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

#### **XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be 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. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
3723 Fairview Industrial Drive SE, Ste 200  
Salem, OR 97310  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Kristen Hanthorn, Director  
Clatsop County Sheriff's Office  
Parole and Probation Division  
PO Box 540  
Astoria, OR 97103  
Telephone: (503) 861-2875  
Fax: (503) 861-0621  
Email: [khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

**XIX MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CLATSOP COUNTY

\_\_\_\_\_  
Eric McDowell, Contracts Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Date

Reviewed by the  
Oregon Attorney General's Office:

/s/  
\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY**  
**CLATSOP COUNTY**  
**(To be attached upon signature and return of Agreement by County)**

**EXHIBIT B  
INDEMNIFICATION  
CLATSOP COUNTY**

**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 Department is jointly liable with the County (or would be if joined in the Third Party Claim ), the Department 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 Department 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 Department 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 Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (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 Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department 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 Department 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.

**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.



## **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.

## **Subcontractor Insurance Requirements**

### **GENERAL.**

County shall require its first tier contractor(s) 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, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County 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 Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 County permit a contractor to work under a Subcontract when the County 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.**

#### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

1 IN THE BOARD OF COUNTY COMMISSIONERS  
2  
3 FOR CLATSOP COUNTY, OREGON  
4

5  
6 In the Matter of the Adjustment of Fiscal )  
7 Year 2023-25 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the 2023-25 Measure 57 Program )  
9 Grant Award )

10  
11 WHEREAS, the State has awarded Clatsop County a 2023-25 Measure 57  
12 Supplemental Grant Award to provide enhanced services to drug addicted repeat  
13 property justice involved individuals; and  
14

15 WHEREAS, adjustments in the FY 2023-25 budget are necessary to  
16 properly receive the revenue from said grant and make appropriations for the  
17 project, as described in Schedule "A" attached hereto and incorporated herein by  
18 reference, which were not anticipated in the FY 2023-25 budget; and  
19

20 WHEREAS, expenditure of supplemental grants is exempt from the  
21 supplemental budget procedure under ORS 294.338, however, such expenditure  
22 is lawful only after enactment of a Resolution and Order appropriating such grant  
23 monies; now, therefore; and  
24

25 IT IS HEREBY RESOLVED AND ORDERED that the FY 2023-24 revenues and  
26 appropriations for the Parole and Probation Fund be increased as described in  
27 Schedule "A" attached hereto and incorporated herein by reference.  
28

29 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
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32 BOARD OF COUNTY COMMISSIONERS  
33 FOR CLATSOP COUNTY, OREGON  
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38 Chair Mark Kujala  
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44 Page 1 of 2-RESOLUTION AND ORDER

SCHEDULE "A"

ADJUSTMENTS INVOLVING AN INCREASE IN REVENUE AND APPROPRIATIONS  
IN PAROLE AND PROBATION FOR A GRANT AWARD

<u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
PAROLE AND PROBATION 024/2385/81-4245	\$2,116	
PAROLE AND PROBATION 024/2385/82-3013	\$2,116	

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Page 2 of 2-RESOLUTION AND ORDER

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** 2023-2025 Justice Reinvestment Program Grant Award  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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**Issue Before the Commission:** Approve and adopt agreement and authorize the County Manager to execute.

**Informational Summary:** Clatsop County has been awarded a 2023-2025 Justice Reinvestment Formula Grant and a JRP Competitive Grant totaling \$687,696. The Formula Grant will fund our pretrial release program and a new Downward Departure program. The Competitive Grant will also fund the new Downward Departure Program. The Clatsop County Downward Departure Program is an intensive supervision/treatment program that will serve justice involved individuals (JIIs) placed on community supervision for felony convictions with downward departure prison sentences. The objective of this program is to divert high/medium risk JIIs out of prison and provide a menu of evidence-based treatment approaches in the community that aid in the rehabilitation of program participants by reducing the highest risk factors that impact short-term and long-term recidivism.

10% of Justice Reinvestment Programs funds must be awarded to local non-profit victim service agencies. Four victim service agencies will receive funding as part of our JRP grants:

The Healing Circle \$32,299.00

Clatsop CASA Program \$23,280.00

The Lighthouse Child Abuse Assessment Center \$7,424.62

The Harbor \$7,424.62

Upon execution of the agreement, CJC will disperse grant funds in four equal installments of \$171,924 each. A Resolution & Order will be necessary to receive the funds as FY 23-24 revenue is \$83,848 more than anticipated.

**Fiscal Impact:** Revenue increase of \$83,848 over Justice Reinvestment Program revenue projections for FY 23-24.

**Requested Action:**

**Approve JRP-23-04 Grant Agreement with the Criminal Justice Commission in the amount of \$ 687,969 and authorize County Manager to sign the contract and any amendments.**

**Attachment List**

- A. DocuSign\_JRP-23-04\_Clatsop\_Co.pdf
- B. Clatsop – Budget Award
- C. Resolution & Order

**JRP-23-04 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**JUSTICE REINVESTMENT PROGRAM**

**Agreement Number:** JRP-23-04

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Clatsop County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

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

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

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

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$687,696

**Completion Deadline:** December 31, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$171,924 each beginning on January 5, 2024, occurring every four months thereafter, and ending on January 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### **SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### **SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.



## SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
  - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

- (2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

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

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent

information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
  - (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
  - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the 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. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
  - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on

the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives

or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**CLATSOP COUNTY**

By: Kenneth Sanchagrin  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: 1/23/2024

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 11/28/23  
Samuel B. Zeigler, Senior Assistant Attorney General



**EXHIBIT A:  
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its Criminal Justice Commission

**Recipient**

Clatsop County  
1190 SE 19th St.  
Warrenton, OR 97146

**Grant Administrator:** Ian Davidson

**Contact:** Kristen Hanthorn

**Telephone:** (503) 302-1990

**Telephone:** (503) 338-3780

**Email:** ian.davidson@cjc.oregon.gov

**Email:** khanthorn@clatsopcounty.gov

**Project Description:**

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC’s Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

Recipient shall base implementation of its Project on existing research and evidence-based practices, and use Grant funds to support the following program(s) in working toward the goals stated above:

Pretrial Release Program, Clatsop County Downward Departure Program, and Competitive Grant Downward Departure Program.

**Project Period:**

Start Date: July 1, 2023

End Date: December 31, 2025

## **Reporting Requirements:**

### Schedule

Recipient must submit to CJC quarterly reports, beginning January 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any progress report after its due date.

### Report Contents

Progress reports must be submitted through CJC's grant administration system (<https://cjc-grants.smapply.io>) and contain all the requested data.

1. CJC Quarterly Report
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
  
2. CJC Semi-Annual Report
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
  
3. CJC Annual Victim Services Report
  - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.

**EXHIBIT B:  
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the 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.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

**Required**    **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

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

**EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. 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:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each 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 CJC 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 the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

**STATE ACCEPTANCE:**

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

<b>Formula Budget Award</b>	
<b>CJC Grant Program:</b>	Justice Reinvestment
<b>Grant Cycle:</b>	2023-2025
<b>Grant Recipient Name:</b>	Clatsop County
<b>Personnel</b>	
Position Title	Total Awarded
1 Pretrial Release Specialist	\$ 84,449.76
2 Pretrial Release Specialist	\$ 173,712.00
3 Probation Officer	\$ 102,533.50
4	
5	
6	
7	
8	
9	
10	
<b>Personnel Budget:</b>	<b>\$ 360,695.26</b>
<b>Contractual Services</b>	
Contract Title & Purpose	Total Awarded
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>Contractual Services Budget:</b>	<b>\$ -</b>
<b>Housing &amp; Facilities</b>	

Item Description		Total Awarded
1	short term housing	\$ 17,100.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Housing &amp; Facilities Budget:</b>		<b>\$ 17,100.00</b>
<b>Equipment</b>		
Item Description		Total Awarded
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Equipment Budget:</b>		<b>\$ -</b>
<b>Supplies</b>		
Item Description		Total Awarded
1	Pretrial Case Management-CE Pretrial	\$8,241.00
2	GPS/SCRAM electronic monitoring	\$30,000.00
3	Public transportation services	\$2,000.00

4	Office supplies	\$500.00
5	Subsidy assistance	\$6,000.00
6	Workbook	\$800.00
7	Incentives/rewards	\$2,500.00
8		
9		
10		
<b>Supplies Budget:</b>		<b>\$ 50,041.00</b>
<b>Training &amp; Associated Travel</b>		
<b>Item Description</b>		<b>Total Awarded</b>
1	2023 National Association of Pretrial	\$ 625.00
2	2023 National Association of Pretrial	\$ 2,100.00
3	2023 National Association of Pretrial	\$ 1,050.00
4	2024 National Association of Pretrial Service Agencies Annual Conference	\$ 1,875.00
5	2024 National Association of Pretrial Service Agencies Annual Conference	\$ 4,800.00
6		
7		
8		
9		
10		
<b>Training &amp; Associated Travel Budget:</b>		<b>\$ 10,450.00</b>
<b>Administrative Costs</b>		
<b>Item Description</b>		<b>Total Awarded</b>
1	Purchasing, budgeting, accounting, staff	\$ 25,000.00
2	Purchasing, budgeting, accounting, staff services	\$ 20,255.50
3		
4		
5		



6		
7		
8		
9		
10		
<b>Administrative Costs Budget:</b>		<b>\$ 45,255.50</b>
<b>Total Award Per Category:</b>		
<b>Budget Categories</b>	<b>Total Awarded</b>	
Personnel	\$	360,695.26
Contractual Services	\$	-
Housing & Facilities	\$	17,100.00
Equipment	\$	-
Supplies	\$	50,041.00
Training & Associated Travel	\$	10,450.00
Administrative Costs	\$	45,255.50
Victim Services: The Healing Circle	\$	32,299.00
Victim Services: Clatsop CASA Program, Inc.	\$	23,280.00
Evaluation	\$	-
<b>Totals:</b>		<b>\$ 539,120.76</b>

<b>Competitive Budget Award</b>	
<b>CJC Grant Program:</b>	Justice Reinvestment
<b>Grant Cycle:</b>	2023-2025
<b>Grant Recipient Name:</b>	Clatsop County

<b>Personnel</b>	
Position Title	Total Awarded
1 Probation Officer	\$ 129,516.00
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>Personnel Budget:</b>	<b>\$ 129,516.00</b>

<b>Contractual Services</b>	
Contract Title & Purpose	Total Awarded
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>Contractual Services Budget:</b>	<b>\$ -</b>

**Training & Associated Travel**

Item Description		Total Awarded
1	Crisis Intervention Team	\$ 500.00
2	APPA-Winter conference	\$ 650.00
3	APPA-Winter conference	\$ 1,060.00
4	CIT International Conference	\$ 800.00
5	CIT International Conference	\$ 1,200.00
6		
7		
8		
9		
10		
<b>Training &amp; Associated Travel Budget:</b>		<b>\$ 4,210.00</b>

**Administrative Costs**

Item Description		Total Awarded
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Administrative Costs Budget:</b>		<b>\$ -</b>

**Total Award Per Category:**

Budget Categories	Total Awarded
Personnel	\$ 129,516.00
Contractual Services	\$ -
Training & Associated Travel	\$ 4,210.00
Victim Services: The Lighthouse Child Abuse Assessment Center	\$ 7,424.62

Victim Services: The Harbor	\$ 7,424.62
<b>Totals:</b>	<b>\$ 148,575.24</b>

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** 2023 – 2025 VOCA Basic (Victims of Crime Act) and CFA (Criminal Fine Account) Non-Competitive Grant between the Oregon Department of Justice and the Clatsop County District Attorney’s Office

**Category:** Consent Calendar

**Presented By:** Ron Brown, District Attorney

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**Issue Before the Commission:** Approve and adopt the agreement, authorize the county manager to execute and authorize the county to spend the funds per ORS 294.463.

**Informational Summary:** Renewal of Clatsop County’s federal VOCA Basic grant (Victims of Crime Act) and CFA Non-Competitive Grant. The Clatsop County VOCA Grant Award for 2023 – 2025 is \$226,196.00. The amount of this grant is unchanged from the 2021 – 2023 grant amount, with the exception of a designated carryover amount of \$24,906.50 from additional revenues having been received as well as a vacancy with the part-time victim services position. VOCA funds are used toward funding personnel.

The CFA (Criminal Fines Account) Non-Competitive State Grant funds for this 2023 – 2025 grant cycle total \$74,044.00 of which \$69,622.00 is dedicated towards personnel costs and the remaining amount of \$4,422.00 is allocated for trainings.

The project period of the grant is from October 1, 2023 – September 30, 2025 and the funds are disbursed on a federal fiscal basis. This grant allows a not to exceed amount of \$300,240.00. These are considered non-supplanting revenue funds. The VOCA grant of \$226,196.00 combined with the CFA grant of \$74,044.00 total \$300,240.00 for the grant amount.

**Fiscal Impact:** No fiscal impact. This is included in current year budget and will be budgeted accordingly in next fiscal year’s budget 24/25.

**Requested Action:**

Approve the grant agreement in the amount of \$300,240 and authorize the county manager to sign.

## **Attachment List**

- A. Victims of Crime Act Award Letter
- B. Victims of Crime Act Agreement



**DEPARTMENT OF JUSTICE**  
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

**MEMORANDUM**

DATE: October 1, 2023

TO: 2023-2025 VOCA and CFA Non-Competitive Grant Recipients

FROM: Marjorie Doran, Fund Coordinator

Attached is your agency's 2023-2025 VOCA and Criminal Fine Account (CFA) Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to "Agreement Accepted."**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact your Fund Coordinator.



**DEPARTMENT OF JUSTICE**  
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT  
CRIMINAL FINE ACCOUNT  
2023-2025 VOCA AND CFA NON-COMPETITIVE  
GRANT AWARD COVER SHEET**

<p><b>1. Applicant Agency's Name and Address:</b>  Clatsop County, acting by and through its District Attorney's Office PO Box 149 Astoria, OR 97103  Contact Name: Marilyn Reilly Telephone: (503) 325-1599 E-mail: mreilly@co.clatsop.or.us</p>	<p><b>2. Special Conditions:</b> This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p><b>3. Statutory Authority for Grant:</b> <b>VOCA:</b> Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) <b>CFA:</b> ORS 147.227 and OAR 137-078-0000</p>
<p><b>4. Award Number:</b> VOCA/CFA-2023-ClatsopCo.DAVAP-00006</p>	<p><b>5. Award Date:</b> October 1, 2023</p>
<p><b>6. Subrecipient Tax Identification Number:</b> 93-6002287</p>	<p><b>7. UEI Number:</b> F1HMUWL4TKL5</p>
<p><b>8. Type of Party Receiving Funds:</b> X Subrecipient      <input type="checkbox"/> Contractor</p>	<p><b>9. Project Period:</b> October 1, 2023 – September 30, 2025</p>
<p><b>10. VOCA Category:</b> General Victim Services</p>	<p><b>11. Total VOCA Grant Award Amount / Match Amount Required:</b> \$226,196.00/ \$ 56,549.00 Match Waiver Approved For:      \$ 56,549.00</p>
<p><b>12. VOCA CFDA Number:</b> CFDA 16-575</p>	<p><b>13. Total CFA Grant Award Amount:</b> <b>CFA Allocation:</b>                      \$ 74,044.00 <b>Carry Over:</b>                              \$ 24,906.50 <b>Total CFA Award:</b>                      \$ 98,950.50</p>
<p><b>14. Indirect Cost Rate:</b> 0.00%</p>	<p><b>15. Total Federal Award Amount:</b> \$226,196.00</p>
<p><b>16. VOCA Annual Narrative Report Due Dates:</b> October 31, 2024 October 31, 2025 (final)</p>	<p><b>17. VOCA and CFA Financial Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</b> January 31, 2024      January 31, 2025 April 30, 2024              April 30, 2025 July 20, 2024              July 20, 2025 October 31, 2024      October 31, 2025 (final)</p>
<p><b>18. Common Outcome Measures Report Due Dates:</b> April 30, 2024 October 31, 2024 April 30, 2025 October 31, 2025</p>	
<p>This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2023-2025 VOCA and CFA Non-Competitive Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	



**OREGON DEPARTMENT OF JUSTICE  
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD  
2023-2025 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT  
VOCA/CFA-2023-ClatsopCo.DAVAP-00006**

**BETWEEN:** State of Oregon, acting by and through (DOJ CVSSD)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096

**AND:** Clatsop County, acting by and through its District Attorney's Office(Subrecipient)  
PO Box 149  
Astoria, OR 97103

**PROJECT START DATE:** October 1, 2023

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

**Section 1.01. Legal Basis of Award.**

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* (“VOCA”) and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Subrecipient for the purposes set forth herein.
- (b) Pursuant to ORS 147.227 (1), DOJ CVSSD is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account (CFA), to Subrecipient for the purposes set forth herein.

**Section 1.02. Agreement Parties.** This Intergovernmental Grant Award Agreement, hereafter referred to as “Agreement”, is between DOJ CVSSD and the forenamed Subrecipient.

**Section 1.03. Effective Date.** When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2023.

**Section 1.04. Agreement Documents.** This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any exhibits.
- (b) Exhibits A through E as described in Section 2.04(c).
- (c) The most current version of the VOCA Handbook available at DOJ CVSSD’s web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules> (“VOCA Handbook”) and the CFA Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, (“CFA Grant Management Handbook”).
- (d) 2023-2025 VOCA and CFA Grant Funds Request for Applications for Awards (“VOCA and CFA RFA”).
- (e) Subrecipient’s VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Subrecipients, (Form A, Cover Page; Form B, Staff, Volunteers and Training Requirements; Form D, Advancing Equity and Meaningful Engagement; Form E, Meaningful Access to Effective es; From F, Project Collaborations, Form G. VOCA Services; Form H, Administrative Risk Self-Ass

From I, Financial Management Risk Self-Assessment; Form J, MOUs, Contracts and Subawards with CVSSD Funds (if applicable); Form K, Other Attachments; Form L, Program Income Narrative (if applicable); and the Subrecipient’s CFA Application as defined in Section 1.04 (f) herein, and the Subrecipient’s VOCA Application as defined in Section 1.04 (e) herein, are collectively referred to as the “Subrecipient’s VOCA and CFA Application.”

- (f) Subrecipient’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s VOCA Application”
  - i. Forms M, N, O, P, and Q of the Subrecipient’s VOCA and CFA Application, the “VOCA Budget”.
- (g) Subrecipient’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Subrecipient’s CFA Application.”
  - i. Forms M, N, O, and Q of the Subrecipient’s VOCA and CFA Application, the “CFA Budget”.

Section 1.05. Requirements for Pass-through Entities. Information required by 2 CFA 200.32 for pass-through entities to include on all subawards is contained herein or available for VOCA at: [https://justice.oregon.gov/crime-victims/pdf/voca\\_pass\\_through\\_agreement\\_requirements.pdf](https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf).

## SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$300,240.00** (the “Grant”) from VOCA and CFA to financially support and assist Subrecipient’s implementation of the Subrecipient’s VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Subrecipient to DOJ CVSSD, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

Fund	Total Allocation	Carryover	Total Maximum Funds
VOCA	\$226,196.00		\$226,196.00
CFA	\$ 74,044.00	\$ 24,906.50	\$ 98,950.50

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the VOCA and CFA activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all parties and all required approvals, if any, obtained and when DOJ CVSSD has received from Subrecipient a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by DOJ CVSSD on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) DOJ CVSSD has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Subrecipient by an authorized official of Subrecipient.
- (d) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.08 of this agreement;
- (e) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Subrecipient agency does not claim an exemption from the Equal Employment Opportunity Plan (“EEO”) requirement (Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; or Subrecipient has less than 50 employees; or Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds), Subrecipient has prepared, maintained on file, submitted to the Office for Civil Rights or DOJ CVSSD for review (if receiving a single award of \$25,000 or more) an EEO Utilization Report, and implemented an EEO.
- (g) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (h) No default as described in Section 6.04 has occurred; and
- (i) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Disbursement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

**Reserved**

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **September 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the September 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.07, or on **September 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

**SECTION 3  
USES OF GRANT**

Section 3.01. Eligible Uses of Grant. Subrecipient’s use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law and as described in the most recent versions of the VOCA Handbook and the CFA Handbook. Furthermore

Subrecipient's expenditure of Grant funds must be in accordance with the Project VOCA and CFA Budget set forth in the Subrecipient's VOCA CFA Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a) of this Agreement, (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA and CFA Grant Handbooks.

Section 3.03. Misexpended and Unexpended Grant Funds. Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date, or the unexpended Grant funds shall be returned to DOJ CVSSD.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or sub-recipient.

#### SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon. Subrecipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other

agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

## SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than **September 30, 2025**; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Subrecipient will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division (“CVSSD”) policies for addressing discrimination complaints,
  - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division’s Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
  - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

- (c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD’s Civil Rights Requirements web page available at

<https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

- (d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the “Civil Rights Fact Sheet” developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Subrecipient organization will use volunteers unless a waiver has been obtained from DOJ CVSSD.

Section 5.06. Training Requirements.

- (a) Subrecipient shall ensure that all direct service staff successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the funding cycle. Information for the SVAA training is available at the NCVLI website at: [Oregon State Victim Assistance Academy – NCVLI](#). Subrecipient may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the grant funded staff position(s), which may be from SVAA, VAT *Online* described below in subsection (b) of this Section, and additional population-specific topics.
- (b) Volunteers and interns providing grant funded direct services are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training can be accessed at: [https://www.ovctac.gov/views/TrainingMaterials/dspOnline\\_VATOnline.cfm](https://www.ovctac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm). Alternatively, Subrecipient may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (c) All grant-funded staff providing direct services are required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (d) Subrecipient shall notify DOJ CVSSD when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system (“CVSSD E-Grants”). Subrecipient shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (e) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.07. Reporting Requirements.

- (a) Semi-Annual Client Feedback Form and Outcome Measures Report. Subrecipient agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by DOJ CVSSD in the most recent version of the VOCA and CFA Grant Management Handbooks as well as collect other data as requested by DOJ CVSSD. Subrecipient shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Subrecipient must report on the responses semi-annually no later than 30 days after the end of the calendar quarters ending March 31 and September 30. Subrecipient shall use forms satisfactory to DOJ CVSSD.
- (b) Subrecipient shall submit the following reports as described in the VOCA and CFA RFA and in the most recent version of the VOCA Handbook:

- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
  - (ii) Quarterly Performance Measurement Tool Reports. Subrecipient shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
  - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Subrecipient shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30
- (c) Subrecipient shall submit the following reports as described in the VOCA CFA RFA and in the most recent version of the CFA Handbook:
- (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30.
  - (ii) Quarterly Statistical Reporting. Subrecipient shall prepare and submit to DOJ CVSSD quarterly statistical reports no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.09. VOCA Matching Funds. Due to the passage Public Law No: 117-27, which amended the Victims of Crime Act (VOCA), **matching funds are not required** with **Year 1** this VOCA award. Additionally, DOJ CVSSD exercises its authority to waive matching funds for **Year 2** of this VOCA award.

Section 5.10. Program Income. Subrecipient (and any subrecipient at any tier) must seek approval from DOJ CVSSD prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of this Agreement. Program income generated by the Subrecipient must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in DOJ CVSSD withholding award funds, disallowing costs, or suspending or terminating the award. The Subrecipient must comply with all program income requirements contained in the Program Income Policy available on the DOJ CVSSD's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting requirements, or data collection requirements; (2) court-generated information and law-enforcement

information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
  - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
  - (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
  - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
  - (ii) Subrecipient may not require consent to release of information as a condition of service.
  - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
  - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.



- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
  - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
  - (iii) The Subrecipient makes a reasonable effort to obtain a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
  - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.12. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons

and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Subrecipient must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found: (1) on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Subrecipient shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Subrecipient must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available

- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. **Compliance with Laws.** Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) **The Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations

religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.

- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](#).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.17. Subrecipient will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Subrecipient's VOCA Application.

Section 5.18. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from DOJ CVSSD for:
  - 1. Movement of funds
    - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
    - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
  - 2. Adding a budget category or line item that did not exist in the original budget; OR
  - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent version of the VOCA and CFA Grant Management Handbooks.

## SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) 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 Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD.
- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

**SECTION 7**  
**MISCELLANEOUS**

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. 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, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at [https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally\\_recommended\\_elements\\_of\\_Independent\\_Contractor\\_Agreement.pdf](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf). DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any

interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification

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

Section 7.08. Insurance. Subrecipient shall obtain at Subrecipient's expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this section, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

Subrecipient shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors, that employ subject workers, as defined in ORS 656.027, comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subrecipient is an employer subject to any other state's workers' compensation law, Contactor 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.

As applicable, Subrecipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

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

**AUTOMOBILE LIABILITY INSURANCE.**

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

**PROFESSIONAL LIABILITY:**

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

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



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

**ADDITIONAL INSURED:**

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

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

**WAIVER OF SUBROGATION:**

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the DOJ CVSSD or State of Oregon by virtue of the payment of any loss. Subrecipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOJ CVSSD has received a Waiver of Subrogation endorsement from the Subrecipient or the Subrecipient'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 Subrecipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## **SUBCONTRACTOR INSURANCE REQUIREMENTS**

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract 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 a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient 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 Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.09. Indemnity. Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient 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 Subrecipient'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 gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.10. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient 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. Subrecipient further acknowledges in addition to the remedies under Section 6.05, 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 Subrecipient.

Section 7.11. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.12. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.13. Counterparts. This Agreement 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 this Agreement so executed shall constitute an original.

Section 7.14. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.15. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.16. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.17. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: \_\_\_\_\_

**AUTHORIZED AGENT FOR SUBRECIPIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR LEGAL SUFFICIENCY**

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: Approved via email on January 22, 2024



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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

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### 1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov)) unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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1. Grantee Name and Address

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2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

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4. Typed Name and Title of Authorized Representative

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5. Signature

6. Date



### STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award

(if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

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Print Name of Authorized Official Title

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Signature of Authorized Official Date



SINGLE AUDIT CERTIFICATION LETTER

July 1, 2023

Marilyn Reilly  
Clatsop County, acting by and through its District Attorney's Office  
PO Box 149  
Astoria, OR 97103

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Clatsop County, acting by and through its District Attorney's Office for the period of October 1, 2023 – September 30, 2025 under the VOCA Grant Award/CFDA#16-575 /\$226,196.00.

Dear Marilyn Reilly,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization’s compliance with the audit requirements (CVSSD will only accept the URL address for your organization’s audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. \_\_\_\_\_ We have completed our single audit for our most recent fiscal year, ending \_\_\_\_\_. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

**URL address for single Audit:** \_\_\_\_\_

2. \_\_\_\_\_ We expect our single audit for our most recent fiscal year, ending \_\_\_\_\_, to be completed by \_\_\_\_\_. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. \_\_\_\_\_ We are not subject to the single audit requirement because:  
\_\_\_\_\_ We are a for-profit organization.  
\_\_\_\_\_ We expend less than \$750,000 in federal funds annually.  
\_\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

Please address all correspondence to:  
Oregon Department of Justice, CVSSD  
1162 Court Street NE  
Salem, OR 97301-4096





**VICTIMS OF CRIME ACT SPECIAL CONDITIONS****1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Subrecipient, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Subrecipient, all assurances or certifications by or on behalf of the Subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Subrecipient and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact CVSSD promptly for clarification.

**3. Compliance with DOJ Grants Financial Guide**

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Unique Entity Identifiers

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Subrecipient (and any subrecipient at any tier) must:
  - A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Subrecipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
  - B. Notify all persons associated with the Subrecipient (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
    - 1) This award requirement for verification of employment eligibility, and
    - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
  - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
  - D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring  
The Subrecipient must monitor subrecipient compliance with this condition.
3. Allowable costs  
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
  - A. Staff involved in the hiring process  
For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
  - B. Employment eligibility confirmation with E-Verify  
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subrecipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.
  - C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
  - D. Nothing in this condition shall be understood to authorize or require any Subrecipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
  - E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

10. All subawards ("subgrants") must have specific federal authorization

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, subrecipients at any tier ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any subrecipient ("subgrantees").

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated -- in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Subrecipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

15. Requirement for data on performance and effectiveness under the award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

16. OJP Training Guiding Principles

Any training or training materials that the Subrecipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

17. Effect of failure to address audit issues

The Subrecipient understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

18. Potential imposition of additional requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Subrecipient is designated as "high risk" for purposes of the DOJ high-risk subrecipient list.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient and subrecipient



("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or subrecipient at any tier) would or might fall within the scope of this prohibition, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

## 23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient (or a subrecipient at any tier) would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

## 24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Subrecipient and any subrecipients at any tier ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 25. Restrictions and certifications regarding non-disclosure agreements and related matters

No Subrecipient or subrecipient at any tier ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subrecipient --
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
  - a. it represents that--
    - (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact CVSSD for guidance.

27. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Subrecipients to adopt and enforce policies banning employees from text

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

28. Requirement to disclose whether Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to [Shannon.I.Sivell@doj.state.or.us](mailto:Shannon.I.Sivell@doj.state.or.us). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subrecipient's past performance, or other programmatic or financial concerns with the Subrecipient. The Subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the Subrecipient high risk, 2. The date the Subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

29. Discrimination Findings

The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Subrecipient will forward a copy of the findings to CVSSD.

30. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

31. Meaningful Access for Limited English Proficiency Persons

Subrecipients must ensure that Limited English Proficiency persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English Proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, Subrecipients are required to take reasonable steps to ensure that LEP persons have meaning full access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subrecipients to help them comply with Title VI requirements. The guidance document can be access on the internet at [www.lep.gov](http://www.lep.gov).

32. VOCA Requirements

The Subrecipient, and any subrecipient at any tier ("subgrantee"), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2)

(and the applicable program guidelines and regulations), as required. Specifically, the Subrecipient certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

33. The Subrecipient agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

34. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

**Certification:** I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** State Homeland Security Program (SHSP) Grant No. 23-208  
**Category:** Consent Calendar  
**Presented By:** Justin Gibbs, Emergency Management Director

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**Issue Before the Commission:** Approve the agreement which awards Clatsop County grant funding in the amount of \$36,490.00 from the State Homeland Security Program (SHSP).

**Informational Summary:** Clatsop County was awarded a State Homeland Security Program (SHSP) grant by the Oregon Department of Emergency Management (ODEM) to build an auxiliary communications trailer.

**Fiscal Impact:** None

**Requested Action:**

Approve and authorize the County Manager to sign the agreement, and any future amendments, to the contract (C8628).

**Attachment List**

- A. Clatsop County Contract Review Worksheet for 8628
- B. State Homeland Security Program (SHSP) Grant (No. 23-208) Agreement

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

**Clatsop County**

**\$36,490**

**Grant No: 23-208**

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

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

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subagreement Insurance Requirements**

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

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

- 3. Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$36,490** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 State Homeland Security Program (SHSP) grant.
- 4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

## 5. Fiscal and Programmatic Performance Reports.

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

## 6. Disbursement and Recovery of Grant Funds.

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

- statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Expenses incurred before or after the Grant Award Period are not eligible for reimbursement.
- c. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
  - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- d. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
- 7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
  - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.



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

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

## 8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
  - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit

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

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

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

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
  - i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

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

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

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

- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

## 10. Termination

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

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

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

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

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

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

## 11. GENERAL PROVISIONS

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

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

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

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

SIGNATURE PAGE TO FOLLOW

**Clatsop County**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Subrecipient)

By \_\_\_\_\_  
Subrecipient's Legal Counsel

Date \_\_\_\_\_

**Subrecipient Program Contact:**

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

**Subrecipient Fiscal Contact:**

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

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

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)  
Preparedness Section Manager, OEM

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
10/17/23

**OEM Program Contact:**

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

**OEM Fiscal Contact:**

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



# EXHIBIT A

## Project Description and Budget

### I. Project Description

Scope of work: The project will fund the purchase and installation a redundant, mobile auxiliary communications system that will be used to test and train personnel and deployed to serve local communities when traditional methods of public safety communications or EOC infrastructure have been compromised or rendered unavailable by an act of terrorism and other catastrophic events.

Core Capability Addressed: Operational Communications

Investment Justification: Emergency Communications

### II. Budget

Grant Funds:	\$36,490
<b>Total Budget:</b>	<b>\$36,490</b>
Equipment	\$36,490
<b>Total (Grant)</b>	<b>\$36,490</b>

## **EXHIBIT B**

### **Federal Requirements and Certifications**

#### **I. General.**

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

#### **1 - Hotel and Motel Fire Safety Act of 1990**

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

#### **2 - Duplication of Benefits**

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

#### **3 - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **4 - Lobbying Prohibitions**

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

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

## **5 - False Claims Act and Program Fraud Civil Remedies**

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

## **6 - Federal Debt Status**

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

## **7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

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

## **8 - Disposition of Equipment Acquired Under the Federal Award**

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

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

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

## **10 – Copyright**

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

## **11 - Reporting Subawards and Executive Compensation**

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

## **12 - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United

States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **13 - Whistleblower Protection Act**

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

## **II Other Applicable Federal Regulations**

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

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

### **2- Universal Identifier and System of Award Management**

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

### **3 - Americans with Disabilities Act of 1990**

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

### **4 - SAFECOM**

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

### **5 - Rehabilitation Act of 1973**

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

### **6 - National Environmental Policy Act**

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

## **7 - Acknowledgement of Federal Funding from DHS**

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

## **8 - USA PATRIOT Act of 2001**

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

## **9 - Age Discrimination Act of 1975**

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

## **10 - Civil Rights Act of 1964 - Title VI**

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

## **11 - RESERVED**

## **12 - Notice of Funding Opportunity Requirements**

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

## **13 - Trafficking Victims Protection Act of 2000 (TVPA)**

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

## **14- Acceptance of Post Award Changes**

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

## **15 - Non-Supplanting Requirement**

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

## **16 - Drug-Free Workplace Regulations**

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

## **16 - Federal Leadership on Reducing Text Messaging while Driving**

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

## **17 - Environmental Planning and Historic Preservation (EHP) Review**

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

## **19 - Civil Rights Act of 1968**

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

## **20- Debarment and Suspension**

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

### **21 - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **22- Energy Policy and Conservation Act**

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

### **23 - Procurement of Recovered Materials**

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

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

Bodily Injury, Death and Property Damage:



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

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

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

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

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

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

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

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match registered name in Sam.gov): Clatsop County
  - (ii) Sub-recipient's Unique Entity Identifier (UEI): F1HMUWL4TKL5
  - (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004
  - (iv) Federal Award Date: September 1, 2023
  - (v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to September 30, 2025
  - (vi) Sub-award Budget Period State and End Date: From October 1, 2023, to September 30, 2025
  - (vii) Amount of Federal Funds Obligated by this Agreement \$36,490
  - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement \*: \$86,490
  - (ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$86,490
  - (x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
  - (xi)
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
    - (b) Name of Pass-through entity: Oregon Department of Emergency Management
    - (c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062
  - (xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program  
Amount: \$ 8,647,500.00
  - (xiii) Is Award R&D? No
  - (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

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

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Medix Contract Amendment #3 to Extend the Coverage Requirement Modification  
**Category:** Consent Calendar  
**Presented By:** Justin Gibbs, Ambulance Service Area Administrator

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**Issue Before the Commission:** To continue temporary modification to Medix coverage requirements which have been adversely impacted by national-level staffing shortages.

**Informational Summary:** As a result of the pandemic, the Emergency Medical Services (EMS) industry has experienced nationwide paramedic shortages and Clatsop County has been no exception.

In response to the issue, Medix proposed a temporary solution designed to mitigate the problem, and in October 2022 the Board approved an amendment to the franchise agreement that allowed Medix to temporarily modify ambulance coverage requirements so that paramedics were not required to staff every ambulance as indicated in the franchise agreement.

At the January 23, 2024 ASAA meeting, the advisory committee moved to extend the coverage requirement modification to May 31, 2026.

**Fiscal Impact:** None

**Requested Action:**

Approve and authorize the County Manager to sign the agreement, and any future amendments, to the contract (C8586).

**Attachment List**

- A. Contract Review Worksheet for C7577.3
- B. Amendment #3 to Personal/Professional Services Agreement C7577

CLATSOP COUNTY, OREGON  
800 Exchange Suite 410  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

**AMENDMENT #3 TO  
PERSONAL/PROFESSIONAL SERVICES AGREEMENT C7577**

This AGREEMENT is by and between Clatsop County (COUNTY) and Medix (FRANCHISEE). Whereas COUNTY and FRANCHISEE entered into an Agreement on or about June 1, 2021 for a term of five (5) years, and amended the Agreement on or about November 10, 2022 to temporarily modify ambulance coverage requirements for a period of six (6) months. A second amendment was entered by the parties on or about May 3, 2023 which extended the temporary modification for an additional six (6) months, or until November 10, 2023. NOW THEREFORE, the parties agree as follows:

1. The conditions to modify ambulance coverage requirements will be extended to May 31, 2026.
2. The “Coverage Requirements” portion of the agreement, Provision 11 – Subsection A, shall be modified to read as follows:

*Coverage Requirements. Emergency ambulance service is defined as twenty-four (24) hours per day Advanced Life Support (ALS) staffed ambulance service, with the expectation that paramedic level coverage will be maintained to the greatest extent possible, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the Emergency Medical Dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.*

*Any time the core area coverage falls below paramedic level, Medix will document the occurrence in a quarterly report provided to the County Ambulance Service Area Administrator within fifteen (15) days of the quarter end.*

3. In all other respects other than term, the original Contract remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Manager.

**FOR COUNTY:**

**FOR MEDIX:**

\_\_\_\_\_  
Don Bohn, County Manager                      Date

\_\_\_\_\_  
JD Fuiten, Owner                                      Date

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Funding Agreement – Atlin Investments  
**Category:** Consent Calendar  
**Presented By:** Monica Steele, Assistant County Manager

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**Issue Before the Commission:** Funding Agreement with Atlin Investments for industrial site readiness planning activities at the North Coast Business Park (NCBP).

**Informational Summary:** In June of 2022 the County entered into a Purchase Sale Agreement with Atlin Investments for the NCBP. Atlin, as well as the County, recognized there would be significant work during the due diligence process to attempt to resolve wetland mitigation issues in order to obtain the entitlements to develop the property. In December of 2023 the fourth of six extensions were exercised by Atlin as they continue to work through the due diligence period to address these wetland constraints.

In April of 2023, County staff, in coordination with Atlin, applied for technical assistance grant funds through Oregon Business Development Department, and in August of 2023 the County was awarded funding by OBDD through two state grant programs for a total amount of \$100,000. The purpose of these grant funds is for the industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation for the NCBP.

Staff is now asking that your Board approve a contract with Atlin Investments for reimbursement of the site readiness work they are completing in accordance with the approved OBDD grant award.

**Fiscal Impact:** None. The expense is offset by \$100,000 through the Oregon Business Development Department grant funding allocation.

**Requested Action:**

Approve the \$100,000 funding agreement with Atlin Investments for the industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation for the NCBP and authorize the County Manager to sign the agreement and necessary amendments.

**Attachment List**

- A. Funding Agreement
- B. OBDD Technical Assistance Grant Application

## FUNDING AGREEMENT

This Agreement is made this 15<sup>th</sup> day of February, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and Atlin Investments, hereinafter “**Recipient**”.

### Recitals

County shall provide Recipient reimbursement from Oregon Business Development Department (OBDD) grant awards, up to an aggregate amount not to exceed \$100,000 for the industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation for the North Coast Business Park (NCBP).

NCBP consists of 130 acres of which approximately 70 acres may be developable depending on wetland mitigation efficiencies. The program is to extend the roads and utilities along with filled wetlands to create ready to build parcels of industrial land in the north Oregon coastal region. Buildable industrial land is almost nonexistent in this market and this project will meet a pressing need for both local and out of area businesses to expand or locate in this area.

NOW THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for February 15, 2024 through August 31, 2024.
2. Services and Payment. County shall reimburse recipient in the amount up to \$100,000 for expenses as incurred in accordance with the attached Exhibit A “Strategic Reserve Fund Grant Agreement” and Exhibit B “Special Public Works Fund Planning Project Financing Contract”. Recipient represents that it will use the funds provided solely for the purposes set forth herein.
3. Indemnity. Recipient shall indemnify and hold County harmless for any claim arising out of any provision of this Agreement.
4. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners based on funding agreements with OBDD. This Agreement may be terminated by County at any time and without any cause upon ninety (90) days written notice to the Recipient. (b) Upon completion of the Agreement term, the Agreement shall terminate and Recipient shall have no right to renewal or expectation thereof.

**County:**

\_\_\_\_\_  
Don Bohn, County Manager

**Recipient:** ATLIN INVESTMENTS INC.  
Wes Giesbrecht, President

\_\_\_\_\_  
*Wes Giesbrecht*  
Name Title

## SPECIAL PUBLIC WORKS FUND PLANNING PROJECT FINANCING CONTRACT

Project Name: North Coast Industrial Park Site Readiness and Infrastructure Planning

Project Number: A23012

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and Clatsop County ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A    General Definitions
- Exhibit B    Project Description
- Exhibit C    Project Budget

### SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$14,566,000.

"Grant Amount" means \$50,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 31 August 2024.

### SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.



#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) Reserved
  - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (7) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

## SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.

D. Industrial Lands. The land involved in this Project must remain zoned industrial and not be converted to another use for at least 5 years after the completion of the Project. If this condition is not met, the Grant must be immediately repaid, unless otherwise allowed by OBDD and agreed in writing by OBDD and Recipient.

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and

emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- K. Contributory Liability and Contractor Indemnification.
  - (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.
  - (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.
- L. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

## SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.

- (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

**SECTION 10 - MISCELLANEOUS**

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
  - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280

If to Recipient: Assistant County Manager  
Clatsop County  
800 Exchange Street, Suite 410  
Astoria, OR 97103

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract,



including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Infrastructure Finance Authority of  
the Oregon Business Development Department

**CLATSOP COUNTY**

By: \_\_\_\_\_  
Edward Tabor, Infrastructure and  
Program Services Director

By: Mark Kujala  
Mark Kujala, County Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

**Received 8/24/2023**

Not Required per OAR 137-045-0030

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 08 June 2023.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

Recipient shall, with the assistance of licensed consultants, complete industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation for the North Coast Industrial Park.

**EXHIBIT C - PROJECT BUDGET**

<b>Line Item Activity</b>	<b>OBDD Special Public Works Fund A23012</b>	<b>OBDD Strategic Reserve Fund 21-23-715-B</b>	<b>Other / Matching Funds</b>
Site Readiness/Infrastructure Planning	\$50,000	\$50,000	\$14,466,000
<b>Total</b>	\$50,000	\$50,000	\$14,466,000

## STRATEGIC RESERVE FUND GRANT AGREEMENT

Project Name: North Coast Industrial Park Site Readiness and Infrastructure Planning

Project Number: 21-23-715-B

Recipient: Clatsop County

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Clatsop County (“Recipient”) for financing the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Contact Information, Project Description, and Project Budget.

Pursuant to ORS 285B.266 (the “Act”) and OAR Ch. 123, Div. 090, OBDD is authorized to enter into grant agreements and make grants from the Strategic Reserve Fund.

### SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

**Costs of the Project:** \$14,566,000.

**Grant Amount:** \$50,000.

**Project Completion Deadline:** 31 August 2024

**Project Close-Out Deadline:** 90 days after the earlier of the actual Project completion or the Project Completion Deadline.

### SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Conditions to Closing. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

### SECTION 3 - DISBURSEMENT

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form.
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminate on the Project Close-Out Deadline.
- C. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Strategic Reserve Fund and any implementing administrative rules and policies.
- (2) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (4) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.
- (5) There is no Event of Default.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 4 - USE OF GRANT

The Recipient shall use the Grant only for the activities and budget described in Exhibit A. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Grant to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the execution of this Agreement or to retire any debt.

Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Contract or that remains after the Project is completed or this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD.

#### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.
- B. Organization and Authority.
  - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.

- (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
  - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. Tax Compliance. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- F. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, including land use or zoning, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

## SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Project was funded in part with Oregon State Lottery funds administered by Business Oregon. OBDD may provide signs and marketing material.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- D. Financial Records. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until six years after the Project Close-

Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.

- E. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.
- F. Economic Benefit Data. The OBDD may reasonably require Recipient to submit, within the time specified by OBDD, specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, until six years after the Project Close-Out Deadline.
- G. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

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

by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- I. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses.” OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:  
<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- J. Continued Tax Compliance. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

**SECTION 7 - DEFAULT**

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

**SECTION 8 - REMEDIES**

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.



## SECTION 9 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon State Lottery revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.
- D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

## SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Grant; projected number of jobs created / retained as a result of the Project.
- N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURES TO FOLLOW BELOW

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CLATSOP COUNTY**

By: \_\_\_\_\_  
Edward Tabor, Infrastructure  
and Program Services Director

By:   
Mark Kujala, County Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

**Received 8/24/2023**

Not Required per OAR 137-045-0030

**EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION AND PROJECT BUDGET**

**OBDD**

State of Oregon, acting by and through its  
Oregon Business Development Department,  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280

**Contract Administrator:** Becky Bryant

**Telephone:** 541-297-3682

**Email:** becky.a.bryant@biz.oregon.gov

**Recipient**

Clatsop County

800 Exchange Street, Suite 410  
Astoria, OR 97103

**Contact:** Monica Steele

**Telephone:** 503-325-1000

**Email:** msteele@clatsopcounty.gov

**Project Description:**

Recipient shall, with the assistance of licensed consultants, complete industrial site readiness planning activities, including but not limited to infrastructure improvements, and wetland mitigation for the North Coast Industrial Park.

**Project Budget:**

Line Item Activity	OBDD Strategic Reserve Fund 21-23-715-B	OBDD Special Public Works Fund A23012	Other / Matching Funds
Site Readiness/Infrastructure Planning	\$50,000	\$50,000	\$14,466,000
Total	\$50,000	\$50,000	\$14,466,000

The Project will be completed no later than the Project Completion Deadline.



# INDUSTRIAL LANDS TECHNICAL ASSISTANCE GRANT APPLICATION

775 Summer St NE Suite 200  
Salem OR 97301-1280

**Note:** Completion of this form does not guarantee approval. Question and all application documents should be submitted electronically to [Melissa.Murphy@Biz.Oregon.Gov](mailto:Melissa.Murphy@Biz.Oregon.Gov)

## SECTION 1 A: APPLICANT

Entity Name  
Clatsop County

Entity Type  
Municipal Corporation

Street Address  
800 Exchange St., Suite 410, Astoria  
OR 97103

Mailing Address  
800 Exchange St., Suite 410, Astoria  
OR 97103

Office Phone  
503-325-1000

Web URL  
clatsopcounty.gov

## SECTION 1 B: PRIMARY CONTACT

Name  
Monica Steele

Address  
800 Exchange St., Suite 410, Astoria  
OR 97103

Title  
Assistant County Manager

Phone  
503-325-1000 ext. 1306

Email  
msteele@clatsopcounty.gov

Is the Applicant the property owner?  Y  N

If No, is the applicant a municipal partner responsible for management and promotion of the site/area?  Y  N

## SECTION 2: PROJECT INFORMATION

Project Name and Type North Coast Industrial Park (NCIP)

Project Description  
NCIP consists of a 130 acres of which 70 acres may be developable depending on wetland mitigation efficiencies. The program is to extend the roads and utilities along with filled wetlands to create ready to build parcels of industrial land in the north Oregon coastal region. Buildable industrial land is almost nonexistent in this market and this project will meet a pressing need for both local and out of area businesses to expand or locate in this area.

### SECTION 3: SITE INFORMATION

Site/Area Name (if available)

Project Location/Address and County

Latitude / Longitude

General description of site/area

What is the name of the local jurisdiction that will be issuing building permits and land use decisions for the site/area?

Is part of the site/area in another jurisdiction, like partially in the county or another city?

Yes  No

If Yes, please explain.

Is the site/area located in the Urban Growth Boundary?  Yes  No

If No, are there plans to bring the site/area into the Urban Growth Boundary?

Yes  No

Total acres included in the project:

Developable Acres:

Potential Buildable Square Feet:

How many full-time jobs could be accommodated on this site/area?

What is the zoning designation, existing use/s and previous use/s of the site/area?

Is the site/area considered a Brownfield or have areas of environmental concern that need mitigation?  Yes  No

If Yes, please explain

Has the site/area had a wetland delineation completed in the last five years?

Yes  No

If Yes, what were the outcomes and how many acres of wetlands were determined to need mitigation?

Approximately 60% of the site is impacted by low environmental value wetlands. To develop 70 acres will require 42 acres of wetland fill credits.

Is there an option for onsite mitigation or is there another area designated for mitigation?

There is potential for on-site mitigation however, Oregon DSL is opposing those efforts. The Applicant is currently evaluating off-site mitigation opportunities.

Please check any environmental studies that have been conducted and provide, if available

- |  |   |
|--|---|
| <input type="checkbox"/> Environmental Site Assessment (ESA)         | <input type="checkbox"/> Geotechnical Study                       |
| <input checked="" type="checkbox"/> Hydrologic / Wetland Delineation | <input type="checkbox"/> Air Quality                              |
| <input type="checkbox"/> Rare, Threatened, or Endangered Species     | <input type="checkbox"/> Weather and Natural Disaster Information |
| <input type="checkbox"/> Cultural Resources (Archeological) Review   | <input type="checkbox"/> Flood and Tsunami Inundation Zones       |

Transportation Information	Direct Access		Distance (in miles)	Potential to Connect	
	Yes	No		Yes	No
1. Highway / Interstate Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	less than 1 mile (bounded)	<input type="checkbox"/>	<input type="checkbox"/>
2. Rail Access	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Waterway Access	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Airport Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2.5	<input type="checkbox"/>	<input type="checkbox"/>
Regional Commercial Airport	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
International Airport	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Is there water and sewer infrastructure available to the site/area?  Yes  No

If No, please explain the challenges in serving the site/area.

There is an 18" water line that comes to the corner of Ensign and 19th St. directly across the street from NCIP. A 12" sewer line is in 19th St. coming out of Costco directly to the west. Both sewer and water will need to be extended up to 4,200 lineal feet to service the project. The sewer line will be difficult as it will need to be up to 12' deep in an area with a high water table and difficult soils conditions. Depending on the demand from users sewer may also require a new lift station that could cost in the \$800,000 range as the current system is near full capacity. Many industrial uses are not high sewage generators so this may not be an issue in the initial phases of this project.

If Yes, is the site already served by this infrastructure or could it be served within six to twelve months?  Yes  No

Is there access to other utilities such as power, natural gas, raw water/water rights, onsite wastewater treatment, fiber optic options, or any other unique aspects?

There is access to power and natural gas but these would have to be extended through the site from the corner of Ensign and 19th St. There is some question if Pacific Power has adequate capacity to service a user that requires high electrical usage.



**SECTION 3: BUDGET**

Estimated total cost of project \$ 14,566,000

How was the project estimate determined (consultant, city engineer, etc.)? Consultant

Estimated project completion date (12 months max) April 2024 for Phase 1

**Budget Table**

<b>Project Activity</b>	<b>Total Estimated Cost</b>	<b>Grant Portion</b>	<b>Other Funding Committed</b>
Consultants/Permitting	\$500000	\$100000	\$400000
Road Improvements	\$1680000		\$1680000
Storm System	\$820000		\$820000
Sewer Extension	\$940000		\$940000
Water Extension	\$1946000		\$1946000
Wetlands Mitigation	\$1680000		\$1680000
Site Work	\$7000000		\$7000000
<b>Totals</b>	<b>14566000</b>	<b>100000</b>	<b>14466000</b>

## SECTION 4: CHARACTERISTICS

What are the site characteristics that provide significant competitive advantages for the Semiconductor and/or Advanced Manufacturing industries?

The NCIP is the only site in the entire region that is large enough to accommodate a manufacturing facility of any scale, and more specifically industrial lands of this size that are not in a flood plain or a tsunami inundation zone, which is critical in this region. The site has ready access to Hwy 101, the major transportation corridor, and is bounded by state highways to the east and the south. The regional airport is 2.5 miles away. The surrounding vicinity is already developed with a 350,000 sq. ft. retail center to the west with single and multi family projects to the north and south. The site is flat and was graded in the 1960's so the project can be developed with less environmental impact than any other land in the region.

Describe existing site/area conditions and practical constraints:

The most significant constraint on this site is creating a cost effective wetland fill program. Currently DSL has opposed any on-site mitigation and the few wetland credits that are available from local wetland banks are selling for approximately \$150,000 per acre. Unlike retail or residential developers, industrial users cannot afford to pay this price for wetland fill credits. The applicant is now working on a number of potential off-site mitigation areas that are showing potential but will require significant up-front costs to assess and determine their viability.

Describe the available workforce and work-shed that could support the Semiconductor and/or Advanced Manufacturing industries? (*Contact your Oregon Employment Analyst or Regional Solutions Team for assistance with this data*)

The NCIP location in Northwest Clatsop County provides employers with a sizeable labor shed covering Clatsop County, as well as parts of Columbia, Tillamook, Pacific, and Wahkiakum counties. Over 25,000 workers live within 30 miles of this site location in Warrenton. Warrenton's location at the intersection of Highway 101 and Highway 30 provide reasonable commuting opportunities for people living at the fringes of the labor shed. Of the working Oregonians that live within 30 miles of Warrenton, over 2,000 or nearly 8% currently work in the manufacturing sector.

Explain the impacts and importance of this industrial site/area to the local economy.

Other than a few small parcels there are no buildable industrial lands in the entire north coast market, and even these small sites are heavily impacted by wetlands, in a flood plain, or within the tsunami inundation zone; and in most cases are impacted by all three. These development constraints severely limit the supply of industrial land in this market to the detriment of the local economy and job creation. Potential users have neither the time nor the expertise to navigate the convoluted, expensive, and time consuming process to address wetland fill and mitigation. This adversely impacts anyone from the national company that may want to locate a manufacturing plant or distribution center in Clatsop County to the local logging truck operator who needs shop and yard space. Resolving the wetland mitigation constraints and providing build-to-suit sites that reduce the the development timeline as well as the high level of related risk associated with this type of development, will provide substantial opportunities to industrial users looking to expand or locate in this market.

Additional information you would like to share.

The entirety of the NCIP site was highly disturbed for the development of an aluminum plant in the 1960's, and the lack of maintenance onsite has allowed for the growth of scrub trees and non-native plant species, all of which have struggled to survive in the clay soil and lack of drainage. This has resulted in there being numerous depressions that hold water for part of the year and now meet the technical definition of a wetland. By developing this site and providing enhanced mitigation the developer would effectively be trading low level wetlands for wetlands that have a higher ecological value while also being able to provide much needed industrial development for this market. It is critical that the wetland mitigation program be cost effective as industrial users cannot compete with the retail and residential developers for the few wetland credits that are available. There is the potential to mitigate on site that would help meet the budgetary constraints, however Oregon DSL is opposed to removing the scrub brush and trees to create more valuable wetland mitigation areas. As an alternative to working with DSL, the developer has been working with the North Coast Land Conservancy as well as some private landowners to create off site mitigation and have identified a number of sites that could meet the wetland fill credit needs. This alternative process however requires a significant amount of up front consulting work as these sites need to be evaluated; a mitigation program developed; and proposals submitted to DSL and the Army Corp of Engineers for approval. The funds from this grant would be used primarily to offset the costs related to the permitting aspects of generating a viable wetland mitigation and fill strategy for NCIP.

**SECTION 4: APPLICATION ATTACHMENTS**

**Required Attachments**

Attachment A: Maps of area with zoning, UGB, available infrastructure, wetland designation (if available), transportation routes, etc.	Attached <input checked="" type="checkbox"/>
Attachment B: Workforce data and graphs	Attached <input checked="" type="checkbox"/>
Attachment C: Municipal support document if applicant is a private entity/owner.	Attached <input checked="" type="checkbox"/>
Attachment D: Support letters (optional but encouraged)	Attached <input type="checkbox"/>
Attachment E: Project Estimates (optional but encouraged)	Attached <input type="checkbox"/>

**SECTION 5: GENERAL CERTIFICATION**

I certify to the best of my knowledge that all information contained in this document and any attached supplements is valid and accurate. I further certify that to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached (Attachment I) documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)



Signature

Mark Kujala

Printed Name

April 27, 2023

Date

Clatsop County Commissioner, Chair

Printed Title

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

**Agenda Title:** 2024-25 OHA IGA (#00026005) for Financing of Community Mental Health, Addition Treatment, Recovery and Prevention, and Problem Gambling Services

**Category:** Business Agenda

**Presented By:** Amanda Rapinchuk, Management/Policy Analyst

**Issue Before the Commission:** Renewal of Community Mental Health, Addictions, and Problem Gambling Intergovernmental Agreement (IGA) between Oregon Health Authority (OHA) and Clatsop County as the fiscal agent.

**Informational Summary:** The 2022-23 County Financial Assistance Agreement (CFAA) for the Funding of Community Mental Health, Addictions, and Problem Gambling Services expired on December 31, 2023. This new agreement is from January 1, 2024 through June 30, 2025.

OHA IGA #00026005 will provide and support Service Elements 1, 4, 5, 9, 13, 17, 20, 24, 25, 25A, 26, 26A, 35A, 38, 63, 66, 67, 80, and 81. Exhibits B-1 and B-2 to the IGA (attached) detail each service element. The attached 2024-25 OHA IGA Budget identifies the funding allocations awarded for each service element, as detailed in Exhibit C to the IGA.

The IGA in its entirety can be found on the County website at: <https://www.clatsopcounty.gov/media/37336>

Clatsop Behavioral Healthcare (CBH) is the local provider meeting the approved statutory and program requirements of OHA for Clatsop County’s contracted provider for the provision of community mental health, addiction treatment, recovery and prevention, and problem gambling services. Also included in this agenda packet under the consent calendar is the 2024-25 County Provider Agreement between Clatsop County and CBH, designating CBH as the local provider for OHA IGA #00026005.

**Fiscal Impact:**

<i>Type of Service Elements</i>	<i>Amount</i>	<i>Total</i>
A&D	\$372,615.03	
MHS	\$3,804,798.75	
		<b>\$4,177,413.78</b>

**Requested Action:**

*"I move that the Board approve the 2024-25 OHA and Clatsop County Intergovernmental Agreement No. 00026005 (C8613) for a not to exceed amount of \$4,177,413.78, authorizing the County Manager to sign the IGA and all subsequent amendments."*

**Attachment List**

- A. [2024-25 OHA IGA #00026005](#) (weblink)
- B. [Exhibit B-1: Service Descriptions](#)
- C. [Exhibit B-2: Specialized Service Requirements](#)
- D. 2024-25 OHA IGA Budget

### 2024-25 OHA IGA Budget

		Jan 2024 - June 2024		July 2024 - June 2025		Jan 2024 - June 2025				
SE #	Fund #	Operating Dollars		Operating Dollars		TOTAL Operating Dollars		Revenue		
		By Fund	By SE	By Fund	By SE	By Fund	By SE	Fund/Org	Acct#	ALN#
1	804	\$ 27,863.00	\$ 30,203.00	\$ 55,726.00	\$ 58,066.00	\$ 83,589.00	\$ 88,269.00	033/7152	81-4850	
		\$ 1,170.00		\$ 2,340.00		\$ 3,510.00				
		\$ 1,170.00				\$ 1,170.00				
4	804	\$ 57,193.06	\$ 79,109.33	\$ 114,386.12	\$ 150,600.66	\$ 171,579.18	\$ 229,709.99	033/7152	81-4543	
		\$ 3,809.00		\$ 7,618.00		\$ 11,427.00				
		\$ 3,809.00		\$ 28,596.54		\$ 32,405.54				
		\$ 14,298.27				\$ 14,298.27				
5	804	\$ 30,168.75	\$ 32,702.75	\$ 60,337.50	\$ 62,871.50	\$ 90,506.25	\$ 95,574.25	033/7152	81-4544	
		\$ 1,267.00		\$ 2,534.00		\$ 3,801.00				
		\$ 1,267.00				\$ 1,267.00				
9	804	\$ 6,253.33	\$ 310,286.66	\$ 12,506.67	\$ 310,286.67	\$ 18,760.00	\$ 620,573.33	033/7152	81-4531	
		\$ 148,890.00		\$ 297,780.00		\$ 446,670.00				
		\$ 148,890.00				\$ 148,890.00				
		\$ 6,253.33				\$ 6,253.33				
13	804	\$ 4,495.00	\$ 116,015.00	\$ 214,050.00	\$ 223,040.00	\$ 218,545.00	\$ 339,055.00	033/7152	81-4545	
		\$ 107,025.00		\$ 8,990.00		\$ 116,015.00				
		\$ 4,495.00				\$ 4,495.00				
17	804	\$ 214.58	\$ 214.58	\$ 429.18	\$ 429.18	\$ 643.76	\$ 643.76	033/7152	81-4549	
20	804	\$ 162,622.00	\$ 179,009.34	\$ 325,244.00	\$ 341,631.33	\$ 487,866.00	\$ 520,640.67	033/7152	81-4560	
		\$ 8,193.67		\$ 16,387.33		\$ 24,581.00				
		\$ 8,193.67				\$ 8,193.67				
	301 (Fed)	\$ 32,467.33	\$ 32,467.33	\$ 64,934.67	\$ 64,934.67	\$ 97,402.00	\$ 97,402.00	033/7152	81-4560	93.958
24	804	\$ 1,251.00	\$ 32,296.75	\$ 59,589.50	\$ 62,091.50	\$ 60,840.50	\$ 94,388.25	033/7152	81-4570	
		\$ 29,794.75		\$ 2,502.00		\$ 32,296.75				
		\$ 1,251.00				\$ 1,251.00				
25	406	\$ 69,310.67	\$ 452,209.66	\$ 138,621.34	\$ 904,419.34	\$ 207,932.01	\$ 1,356,629.00	033/7152	81-4575	
	804	\$ 204,683.33		\$ 409,366.66		\$ 614,049.99				
	806	\$ 178,215.66		\$ 356,431.34		\$ 534,647.00				
25A	406	\$ 1,351.00	\$ 53,361.00	\$ 2,702.00	\$ 102,530.00	\$ 4,053.00	\$ 155,891.00	033/7152	81-4576	
	804	\$ 2,096.00		\$ 4,192.00		\$ 6,288.00				
		\$ 14,055.67		\$ 28,111.33		\$ 42,167.00				
	815	\$ 2,096.00		\$ 67,524.67		\$ 101,287.00				
26	804	\$ 481.00	\$ 12,411.00	\$ 22,898.00	\$ 23,860.00	\$ 23,379.00	\$ 36,271.00	033/7152	81-4572	
		\$ 11,449.00		\$ 962.00		\$ 12,411.00				
		\$ 481.00				\$ 481.00				
26A	301 (Fed)	\$ 32,831.00	\$ 32,831.00	\$ 65,662.00	\$ 65,662.00	\$ 98,493.00	\$ 98,493.00	033/7152	81-4571	93.958
35A	804	\$ 8,983.67	\$ 9,737.67	\$ 754.00	\$ 18,721.33	\$ 9,737.67	\$ 28,459.00	033/7152	81-4574	
		\$ 377.00		\$ 17,967.33		\$ 18,344.33				
		\$ 377.00				\$ 377.00				
38	406	\$ 635.50	\$ 14,644.50	\$ 1,271.00	\$ 28,155.00	\$ 1,906.50	\$ 42,799.50	033/7152	81-4593	
	411	\$ 12,875.00		\$ 25,750.00		\$ 38,625.00				
	804	\$ 567.00		\$ 1,134.00		\$ 1,701.00				
		\$ 567.00				\$ 567.00				
63	421	\$ 13,026.74	\$ 13,026.74	\$ 26,053.48	\$ 26,053.48	\$ 39,080.22	\$ 39,080.22	033/7152	81-4547	
66	401	\$ 27,775.45	\$ 29,950.45	\$ 55,550.90	\$ 57,725.90	\$ 83,326.35	\$ 87,676.35	033/7152	81-4548	
	807	\$ 1,087.50		\$ 2,175.00		\$ 3,262.50				
		\$ 1,087.50				\$ 1,087.50				
	520 (Fed)	\$ 23,724.95		\$ 23,724.95		\$ 47,449.90				
67	421	\$ 3,487.46	\$ 39,540.37	\$ 6,974.92	\$ 79,080.74	\$ 10,462.38	\$ 118,621.11	033/7152	81-4868	
	807	\$ 36,052.91		\$ 72,105.82		\$ 108,158.73				
80	888	\$ 11,787.50	\$ 11,787.50	\$ 23,575.00	\$ 23,575.00	\$ 35,362.50	\$ 35,362.50	033/7156	81-4551	
81	888	\$ 6,900.00	\$ 6,900.00	\$ 13,800.00	\$ 13,800.00	\$ 20,700.00	\$ 20,700.00	033/7152	81-4552	
		<b>\$ 1,512,429.58</b>	<b>\$ 1,512,429.58</b>	<b>\$ 2,664,984.20</b>	<b>\$ 2,664,984.20</b>	<b>\$ 4,177,413.78</b>	<b>\$ 4,177,413.78</b>			
<b>County Funds (SE1 + SE80)</b>		\$ 41,990.50	\$ 41,990.50	\$ 81,641.00	\$ 81,641.00	\$ 123,631.50	\$ 123,631.50			
<b>Pass Thru to CBH</b>		\$ 1,470,439.08	\$ 1,470,439.08	\$ 2,583,343.20	\$ 2,583,343.20	\$ 4,053,782.28	\$ 4,053,782.28			

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-05: Non-Conforming Uses and Structures  
**Category:** Public Hearing  
**Presented By:** David Cook, Community Development Senior Planner

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-05, amending the *Land and Water Development and Use Code*

**Informational Summary:**

**BACKGROUND**

The County's Land and Water Development and Use Code (LAWDUC) Article 3 Section 3.1000, Non-Conforming Uses and Structures has not undergone substantial review in a number of years. The purpose of non-conforming standards are to regulate non-conforming structures and uses, those uses or structures legally established in the past, but which do not conform to current LAWDUC regulations.

The amendments proposed are designed to make code standards which are more consistent with the LAWDUC at large, to allow property owners to more easily alter and expand their non-conforming structures, and to allow owners of property suffering from structure damage to more easily obtain permits for reconstruction.

**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted unanimously to recommend the Board of Commissioners approve the ordinance as presented.

**SUMMARY OF PROPOSED AMENDMENTS**

- **Bold and underlined text indicates new language or language reorganized from another section**
- ~~Strikethrough~~ text indicates text that is proposed for deletion
- Standard text indicates no proposed change



**Fiscal Impact:** None

**Requested Action:**

Continue the matter to the February 28, 2024, meeting.

**Attachment List**

A. Ordinance 24-05

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

In the Matter of:

**An Ordinance adopting Amendments  
to the Clatsop County Land and  
Water Development and Use Code  
Article 3 regarding Non-Conforming  
Uses and Structures**

**ORDINANCE NO. 24-05**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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**RECITALS**

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) provides land use regulations for unincorporated Clatsop County including Non-Conforming Uses and Structures provisions; and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Land and Water Development and Use Code needs periodic revision and amendment; and

WHEREAS, Clatsop County Community Development staff have identified provisions in the LAWDUC Section 3.1000, Non-Conforming Uses and Structures, which could be amended to better serve Clatsop County; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on December 9, 2024; and

WHEREAS, the Board of Clatsop County Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts amendments to the Land and Water Development and Use Code Article 3, Section 3.1000 as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

Ordinance 24-05

1<sup>st</sup> Public Hearing: February 14, 2024

2<sup>nd</sup> Public Hearing: February 28, 2024

Agenda Item #14.

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This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024

Second Reading: February 28, 2024

Effective Date: March 29, 2024

# EXHIBIT 1

Ordinance 24-05

1<sup>st</sup> Public Hearing: February 14, 2024

2<sup>nd</sup> Public Hearing: February 28, 2024

Agenda Item #14.

SECTION 3.1000. NON-CONFORMING USES AND STRUCTURES

Section 3.1010. Purpose

The purpose of the Non-conforming uses and structures provisions are to establish standards and procedures regulating the continuation, improvement and replacement of structures and uses which do not comply with this Ordinance.

Section 3.1020. Definitions.

The following definitions are applicable to the provisions of Section 3.1000, Nonconforming Uses and Structures.

**ABANDONMENT: A non-conforming use shall be considered abandoned when the non-conforming use is discontinued for a period of one year. When a non-conforming use is determined to be abandoned, subsequent use of the property shall conform to this Ordinance. Abandonment does not apply to circumstances such as fire or other catastrophes outside of the owner's control.**

**Non-conforming uses are not considered interrupted or abandoned for any period while a federal, state or local emergency order temporarily limits or prohibits the use or the restoration or replacement of the use.**

ALTERATION. A change to a structure, not involving enlargement of the external dimensions of the structure.

EXPANSION. Any increase in any external dimension of a Non-conforming structure.

FLOATING RECREATIONAL CABIN: A moored floating structure used wholly or in part as a dwelling, not physically connected to any upland utility services except electricity, and is used only periodically or seasonally.

FLOATING RESIDENCE: A dwelling unit which floats on a water body and is designed such that it does not come into contact with land except by ramp. Floating residences may also be referred to as floating homes or houseboats. A floating residence is not equivalent to a floating recreational cabin or other similar recreational structure designed for temporary use. It is also not equivalent to a boathouse, designed for storage of boats.

**INTERRUPTION: The discontinuance of any non-conforming use for a period of less than one year.**

LAWFULLY MOORED: To be lawfully moored, a floating recreational cabin or floating residence must be constructed upon or attached to piling or a dock by the owner or with the permission of the owner or lawful lessee of the piling or dock. If moored to piling or a dock, such piling or dock must have been installed or constructed and be maintained in compliance with all Federal, State and County requirements. If the floating recreational cabin or floating residence is attached to the shore, such attachment must also be by or with the permission of the owner or lawful lessee of the area of attachment.

~~LEGAL~~ NON-CONFORMING STRUCTURE: A building or structure that does not conform to one or more standards of the zoning district in which it is located, but which legally existed at the time the applicable section(s) of the zoning district took effect.

~~LEGAL NON-CONFORMING USE:~~ A use which does not conform to the use regulations of the zoning district in which it is located, but which lawfully occupied a building or land at the time the applicable use regulation took effect.

~~NON-CONFORMING STRUCTURE:~~ A building or structure that does not conform to one or more standards of the zoning district in which it is located, and which did not legally exist at the time the applicable section(s) of the zoning district took effect.

~~NON-CONFORMING USE:~~ A use which does not conform to the use regulations of the zoning district in which it is located, and which did not lawfully occupy a building or land at the time the applicable use regulation took effect.

**REAL MARKET VALUE: The value indicated in the Clatsop County Assessor's records for an improvement or the value determined by an independent licensed appraiser.**

Section 3.1030. Continuance

- 1) A Non-conforming use legally established prior to the adoption date of this Ordinance may be continued at the level of use (e.g., hours of operation) existing on the date that the use became Non-conforming.
- 2) **Under a Type I procedure, the County shall verify whether a use is a valid non-conforming use consistent with the standards in Section 3.1000 and ORS 215.130. An application to verify a nonconforming use shall demonstrate all of the following:**
  - a. **The non-conforming use was lawfully established on or before the effective date of the zoning change that prohibited the use;**
  - b. **The non-conforming use has continued without abandonment or interruption for the 10-year period immediately preceding the date of application or the period from the date of the ordinance change prohibiting the use, whichever is less; and**
  - c. **Any alterations to the nature and extent of the non-conforming use were done in compliance with the applicable standards in Section 3.1000.**
  - d. **The applicant shall bear the burden of proof for establishing that the structure or use was lawfully established.**
  - e. **The applicant shall bear the burden of proof for establishing the level of use that existed at the time the use became non-conforming.**
- 3) **A non-conforming structure may continue within the building dimensions (height, width and length) in existence on the date that the structure became non-conforming. Additions, alterations and expansions to a non-conforming structure shall not increase the non-conformity of the structure.**
- ~~2) A Non-conforming structure legally constructed prior to the effective date of this Ordinance may continue within the building dimensions (height, width and length) in existence on the date that the structure became Non-conforming.~~
- ~~3) The applicant shall bear the burden of proof for establishing that the structure or use was lawfully established.~~
- ~~4) The applicant shall bear the burden of proof for establishing the level of use that existed at the time the use became Non-conforming.~~
- ~~5) The county may allow a property owner, under a Type II procedure, to prove the existence, continuity, nature and extent of the use for the 10-year period immediately preceding the date~~

~~of application. If the county finds evidence proving the existence, continuity, nature and extent of the use for the ten-year period preceding application, then such findings shall create a rebuttable presumption that the use, as proven, lawfully existed at the time the applicable Ordinance provision was adopted and has continued uninterrupted until the date of application.~~

**Section 3.1040. Abandonment or Interruption of Use**

If a non-conforming use is discontinued for a period of one year, the non-conforming use shall be considered abandoned. Subsequent use of the property shall conform to this Ordinance.

Non-conforming uses are not considered interrupted or abandoned for any period while a federal, state or local emergency order temporarily limits or prohibits the use or the restoration or replacement of the use. [ORD. 23-02]

**For purposes of determining whether abandonment or interruption has occurred, the following shall apply:**

- 1) **Abandonment or interruption may be caused by ceasing the use or by changing the nature of the use for 365 continuous days, or longer.**

Section ~~3.1040.~~**3.1050.** Alteration

- 1) **Through Type I procedures, alterations shall be permitted to a non-conforming structure, or to a structure containing a non-conforming use; and**
  - a. **Alteration of any such structure or use shall be permitted when necessary to comply with any lawful requirement for alteration in the structure or use.**
  - b. **Except as provided in ORS 215.215, the County shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structure associated with the use.**
  - c. **A change of ownership or occupancy shall be permitted.**

~~1) Through Type I procedures alterations shall be permitted to a non-conforming structure, or to a structure devoted to a non-conforming use. Alteration of any such use shall be permitted when necessary to comply with any lawful requirement for alteration in the use. Except as provided in ORS 215.215, a county shall not place conditions upon the continuation or alteration of a use described under this subsection when necessary to comply with state or local health or safety requirements, or to maintain in good repair the existing structures associated with the use. A change of ownership or occupancy shall be permitted.~~

- 2) If in a three-year period, alterations to a non-conforming structure, or to a structure containing a non-conforming use exceeds 75% of the real market value of the structure, the structure shall be brought into conformance with the requirements of this Ordinance. [ORD #17-02]

Section ~~3.1050.~~**3.1060** Expansion

- 1) **Non-conforming structures containing a use permitted in the underlying zone may be expanded through a Type I procedure. The expansion of such a structure shall not increase the non-conformity of the structure and shall be in conformance with the requirements of this Ordinance.**

- 2) **For non-conforming structures dedicated to a residential use and located in a zone not intended for residential uses, an expansion may be permitted through a Type I procedure. The expansion of such a structure shall not increase the non-conformity of the structure and shall be in conformance with the requirements of this Ordinance including setbacks, lot coverage, and other development standards as required by code.**
- 1) ~~Through a Type II procedure an expansion of a Legal Non-Conforming Structure shall be in conformance with the requirements of this Ordinance, and satisfy the criteria under Section 3.1050(3)(A)-(C) or a variance for the expansion shall be required pursuant to Section 2.8000 Variances.~~
- 2) ~~Through a Type IIA procedure an expansion of a Non-Conforming Structure or Use shall be in conformance with the requirements of this Ordinance, and satisfy the criteria under Section 3.1050(3)(A)-(C) below or a variance for the expansion shall be required pursuant to Section 2.8000 Variances.~~
- 3) An expansion of a ~~Legal Non-Conforming Use~~ **Use**, or a change in the characteristics of a ~~Legal Non-Conforming Use~~ **Use**, (i.e. hours of operation or levels of service provided) may be approved, pursuant to a ~~Type II~~ **Type II** procedure, where the following standards are met:
  - (A) The floor area of a building(s) shall not be increased by more than 20%.
  - (B) The land area covered by structures shall not be increased by more than 10%.
  - (C) The proposed expansion, or proposed change in characteristics of the use will have no greater adverse impact on neighboring areas than the existing use, considering:
    1. Comparison of the following factors:
      - (a) Noise, vibration, dust, odor, fume, glare, or smoke detectable at the property line.
      - (b) Numbers and kinds of vehicular trips to the site.
      - (c) Amount and nature of outside storage, loading and parking.
      - (d) Visual impact.
      - (e) Hours of operation.
      - (f) Effect on existing vegetation.
      - (g) Effect on water drainage and water quality.
      - (h) Service or other benefit to the area.
      - (i) Other factors relating to conflicts or incompatibility with the character or needs of the area.
    2. The character and history of the use and of development in the surrounding area.
    3. An approval may be conditioned to mitigate any potential adverse impacts that have been identified **by the review body.**

Section ~~3.1060~~ **3.1070** Changes to a Non-conforming Use

- 1) A ~~Non~~ **non**-conforming use may only be changed to that of a conforming use. Where such a change is made, the use shall not thereafter be changed back to a ~~Non~~ **non**-conforming use.

Section ~~3.1070~~ **3.1080** Replacement and Damage

- 1) ~~Legal Non-conforming structures and uses.~~
  - (A) If a legal non-conforming structure or a structure ~~occupied~~ **containing** by a legal non-conforming use is damaged or destroyed by **fire, natural disaster or other catastrophe**



~~outside of the owner's control, any cause other than an action of the property owner or his authorized agent, it may be reconstructed in conformance with the dimensional standards of the building prior to its destruction; and~~

- ~~i. A building permit for its reconstruction shall be obtained within three years of the date of the damage;~~
- ~~ii. If a building permit is not obtained within three years, the reconstruction shall be in conformance with the current requirements of this Ordinance. However, by a Type I procedure, the Community Development Director may grant a one-year extension of the three-year period. Requests to extend the three-year period must be submitted prior to the expiration of the three-year period, provided in writing, and shall explain why the extension is necessary and how the extension will be used to complete the project.~~

~~A building permit for its reconstruction shall be obtained within one year of the date of the damage. If a building permit is not obtained within one year, the reconstruction shall be in conformance with the current requirements of this Ordinance. However, by a Type Ila procedure, the planning commission may grant an extension of the one year period.~~

- (B) ~~If a legal non-conforming structure or a structure devoted to a legal non-conforming use is damaged, destroyed, or demolished by an action of the property owner or his authorized agent, to an extent amounting to seventy-five percent (75%) or more of its fair real market value as indicated by the records of the County Assessor, it shall be reconstructed in conformance with the current requirements of this Ordinance, unless approval of a variance is obtained as described in LAWDUC Section 2.8000.~~
- (C) ~~If a legal non-conforming structure or a structure devoted to a legal non-conforming use is damaged by an action of the property owner or his authorized agent, to an extent amounting to less than seventy-five percent (75%) of its fair real market value as indicated by the records of the County Assessor, it may be reconstructed in conformance with the dimensional standards of the building prior to its destruction; and~~
- ~~i. A building permit for its reconstruction shall be obtained within three years of the date of the damage, destruction or demolition.~~
  - ~~ii. If a building permit is not obtained within three years, the reconstruction shall be in conformance with the current requirements of this Ordinance. However, by a Type I procedure, the Community Development Director may grant a one-year extension of the three-year period. Requests to extend the three-year period must be submitted prior to the expiration of the three-year period, provided in writing, and shall explain why the extension is necessary and how the extension will be used to complete the project.~~

~~a building permit for its reconstruction shall be obtained within one year of the date of the damage. The determination of the percentage of fair market value loss shall be based on either square footage of all floor areas or on a third-party appraisal. If a building permit is not obtained within one year, the reconstruction shall be in conformance with the current requirements of this Ordinance. However, by a Type Ila procedure, the planning commission may grant an extension of the one-year period.~~

- (D) ~~The percentage of real market value loss shall be based on the real market value lost to damages compared to the real market value of the entire structure or building. Real~~

market value shall be the value determined by the records of the County Assessor or the value determined by an independent licensed appraiser.

**(E) Non-conforming mobile home parks destroyed by natural disaster may be replaced subject to Section 3.4095. [ORD. 23-02]**

~~2) Non-conforming structures and uses.~~

~~(A) If a non-conforming structure or a structure devoted to a non-conforming use is damaged or destroyed by any cause other than an action of the property owner or his agent, to an extent amounting to fifty percent (50%) or more of its fair market value as indicated by the records of the County Assessor, it shall be reconstructed in conformance with the current requirements of this Ordinance. The determination of the percentage of fair market value loss shall be based on either square footage of all floor areas or on a third-party appraisal.~~

~~(B) If a non-conforming structure or a structure devoted to a non-conforming use is damaged by any cause other than an action of the property owner or his agent, to an extent amounting to less than percent (50%) of its fair market value as indicated by the records of the County Assessor, a building permit for its reconstruction shall be obtained within one year of the date of the damage. The determination of the percentage of fair market value loss shall be based on either square footage of all floor areas or on a third-party appraisal. If a building permit is not obtained within one year, the reconstruction shall be in conformance with the current requirements of this Ordinance. However, by a Type IIa procedure, the planning commission may grant an extension of the one-year period.~~

~~3) Legal non-conforming mobile home parks destroyed by natural disaster may be replaced subject to Section 3.4095. [ORD. 23-02]~~

Section ~~3.1080~~**3.1090** Completion

A development that is lawfully under construction on the effective date of an ordinance that makes that use or structure Non-conforming may be completed. The use or structure may be used for the purpose for which it was designed, arranged or intended.

Section ~~3.1090~~. Discontinuance of Use

~~If a Non-conforming use is discontinued for a period of one year, subsequent use of the property shall conform to this Ordinance.~~

~~Non-conforming uses and structures are not considered interrupted or abandoned for any period while a federal, state or local emergency order temporarily limits or prohibits the use or the restoration or replacement of the use. [ORD. 23-02]~~

Section 3.1100. Compliance with Other Requirements

Notwithstanding the provisions of this section, alteration of a Non-conforming use or a Non-conforming structure shall be allowed if necessary to comply with state or local health or safety requirements.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-06: Clatsop Plains Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-06, amending the *Clatsop Plains Community Plan*

**Informational Summary:**

**BACKGROUND**

The Clatsop Plains planning area comprises approximately 16,307 acres within northwest Clatsop County and is located along Oregon's northern Pacific coastline south of the mouth of the Columbia River. The Clatsop Plains planning area's southern boundary is near the junction of U.S. Highways 101 and 26.

Originally adopted on November 21, 1979 (Ordinance 79-10), the Clatsop Plains Community Plan is part of the County's acknowledged comprehensive plan. It contains policies specific to the Clatsop Plains planning area, such as those that prioritize dune erosion prevention, protection of steep slopes, wildlife habitat, existing drainage patterns and natural and scenic resources, and public safety. Protection of water resources, coastal views and shoreline dunes are also community plan priorities.

**CLATSOP PLAINS COMMUNITY PLAN 2040**

The Clatsop Plains Citizen Advisory Committee (CPCAC) met from August-December 2021 to review existing policies in the Clatsop Plains Community Plan and to identify new issues and policies to be included in that community plan.

The work completed by the CPCAC entailed a review of the existing goals, policies and objectives contained within the current community plan. The narrative of the plan was rewritten to include an historical overview of development of the Clatsop Plains, an assessment of current conditions, and identification of future trends likely to affect the Clatsop Plains planning area over the next 20 years. Relevant policies from the current plan are also incorporated into this current draft.

A draft of the Clatsop Plains Community Plan was reviewed by your Board at a work session held on November 1, 2023.

**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted 6-0 (Commissioner Pritchard excused) to recommend the Board of Commissioners approve the ordinance as presented.

**Fiscal Impact:** None

**Requested Action:**

Continue the matter to the February 28, 2024, meeting.

**Attachment List**

- A. Ordinance 24-06
- B. [Clatsop Plains Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the Clatsop  
Plains Community Plan - 2040.**

**ORDINANCE NO. 24-06**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 79-10 on November 21, 1979, which amended the Clatsop County Comprehensive Plan by incorporating the Clatsop Plains Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 82-03, 82-32, 83-17, 84-09, 84-10, 03-08, and 14-03 amending Ordinance 79-10 (Clatsop Plains Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Clatsop Plains Community Plan – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Clatsop Plains Community Plan – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and

Ordinance 24-06

1<sup>st</sup> Public Hearing: February 14, 2024

2<sup>nd</sup> Public Hearing: February 28, 2024

WHEREAS, the Clatsop Plains Citizen Advisory Committee developed and reviewed these amendments at public meeting conducted on August 12, September 9, October 14, November 10, and December 9, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on January 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Clatsop Plains Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 79-10 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024

Second Reading: February 28, 2024

Effective Date: March 29, 2024

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-07: Elsie-Jewell Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-07, amending the *Elsie-Jewell Community Plan*

**Informational Summary:**

**BACKGROUND**

The Elsie-Jewell planning area comprises approximately 178,600 acres within the southeast quadrant of Clatsop County. The majority of the planning area is zoned F-80. Clusters of residential development can be found along Highway 26, Highway 202, and Highway 103. The area includes the unincorporated areas of Elsie and Jewell.

The Elsie-Jewell community plan is part of the County's acknowledged comprehensive plan. The plan contains policies specific to the Elsie-Jewell region, such as those that prioritize erosion prevention, protection of steep slopes, existing drainage patterns and natural and scenic resources, and public safety.

The original Elsie-Jewell Community Plan was adopted on July 23, 1980 (Ordinance 80-07). This plan, along with the community plans for each of the five other planning areas in Clatsop County are broken down into landscape units. Goals, objectives, policies and/or recommendations are provided for each of the landscape units. Additional sections in each community plan also include specific policies for the planning area related to the 18 statewide planning goals applicable to Clatsop County. Since originally adopted, the Elsie-Jewell Community Plan has been amended several times.

**ELSIE-JEWELL COMMUNITY PLAN 2040**

The Elsie-Jewell / Seaside Rural Citizen Advisory Committee (EJSRCAC) met from August-December 2021 to review existing policies in the Elsie-Jewell Community Plan and to identify new issues and policies to be included in that community plan.

The work completed by the EJSRCAC entailed a review of the existing



goals, policies and objectives contained within the current community plan. The narrative of the plan was rewritten to include an assessment of current conditions, and identification of future trends likely to affect the Elsie-Jewell planning area over the next 20 years.

This updated draft of the Elsie-Jewell Community Plan places a greater emphasis on the impacts from natural hazards, particularly flooding and earthquakes. Because much of the land within the planning area is zoned resource (farm/forest), residential development is restricted. The isolated nature of this part of the county, however, makes it particularly vulnerable to severe weather events or natural disasters. Many of the policies included in the updated plan are designed to increase self-sufficiency for residents and businesses within the Elsie-Jewell area.

Also of increasing concern within the planning area is the issue of wildfire. While wildfire risk was not a significant issue when the 1979 community plan was drafted, increasing changes to climate, including prolonged periods of drought, have raised awareness of this issue and the need to prepare and mitigate for such a disaster.

A draft of the Clatsop Plains Community Plan was reviewed by your Board at a work session held on November 1, 2023.

#### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted 6-0 (Member Pritchard, excused) to recommend the Board of Commissioners approve the ordinance as presented.

**Fiscal Impact:** None

#### **Requested Action:**

Continue the matter to the February 28, 2024, meeting.

#### **Attachment List**

- A. Ordinance 24-07
- B. [Elsie-Jewell Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the Elsie-Jewell Community Plan - 2040.**

**ORDINANCE NO. 24-07**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 80-07 on July 23, 1980, which amended the Clatsop County Comprehensive Plan by incorporating the Elsie-Jewell Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 83-17, 84-09, 84-10, and 03-08 amending Ordinance 80-07 (Elsie-Jewell Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Elsie-Jewell Community Plan – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Elsie-Jewell Community Plan – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and

Ordinance 24-07

1<sup>st</sup> Public Hearing: February 14, 2024

2<sup>nd</sup> Public Hearing: February 28, 2024

WHEREAS, the Elsie-Jewell / Seaside Rural Citizen Advisory Committee developed and reviewed these amendments at public meetings conducted on August 13, September 10, October 8, November 12, December 10 and December 16, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on January 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Elsie-Jewell Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 80-07 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024

Second Reading: February 28, 2024

Effective Date: March 29, 2024

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-08: Lewis and Clark Olney Wallooskee Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-08, amending the *Lewis and Clark Olney Wallooskee Community Plan*

**Informational Summary:**

**BACKGROUND**

The Lewis & Clark, Olney-Wallooskee planning area comprises approximately 96,000 acres within the heart of Clatsop County. It includes the Rural Community of Miles Crossing – Jeffers Gardens, the historic Old Youngs Bay Bridge and Lewis & Clark Bridge, the Lewis and Clark National Historic Park and Fort Clatsop, the verdant Youngs River and Lewis & Clark river valleys, basalt quarries, and a scenic section of Hwy 202. It is bounded to the west by the Clatsop Plains and Coast Range Foothills and to the east by the Northeast and Elsie-Jewell plan areas.

The Lewis & Clark, Olney-Wallooskee Community Plan is part of the County's adopted comprehensive plan. It contains policies specific to the Lewis & Clark, Olney-Wallooskee planning area, such as those that address dredging to open drainage channels, maintain tide boxes, and keep drainage systems operating; protecting fisheries and water quality in Youngs Bay and the Youngs and Lewis & Clark river systems; and ground-truthing of wetlands, particularly in the Miles Crossing / Jeffers Gardens area.

The [original Lewis & Clark, Olney-Wallooskee Community Plan](#) was adopted on July 23, 1980 (Ordinance 80-07). The Lewis & Clark, Olney-Wallooskee Community Plan, like community plans for the county's other five planning areas, is broken down into landscape units. Narrative sections outline specific issues and unique characteristics for the landscape units. Due to the vast wetland and estuary areas found in the planning area, many of the goals and policies from the original community plan were redundant with goals and policies found in the original Goal 16/17 hybrid that applied countywide. As recommended by county counsel, redundant goals and policies have been removed

from the community plan and are recommended for inclusion in the appropriate main countywide elements, in particular Goals 16 and 17, which, with Goal 18, are the subject of a request for proposals and are tracking separately from the rest of the Comprehensive Plan update process.

Since its original adoption the Lewis & Clark, Olney-Wallooskee Community Plan has been amended several times:

- Ordinance 83-17
- Ordinance 97-03
- Ordinance 03-10

### **LEWIS & CLARK, OLNEY-WALLOOSKEE COMMUNITY PLAN 2040**

The Lewis & Clark, Olney-Wallooskee Citizen Advisory Committee (LCOW CAC) met from August - December 2021 to review existing policies in the Lewis & Clark, Olney-Wallooskee Community Plan and to identify new issues and policies to be included in that community plan.

The work completed by the LCOW CAC entailed a review of the existing goals, policies and objectives contained within the current community plan. The narrative of the plan was rewritten to include an historical overview of the planning area, current conditions, and identification of issues likely to affect the Lewis & Clark, Olney-Wallooskee planning area over the next 20 years. Relevant policies from the current plan are also incorporated into Draft 10.

Many of the issues identified by the CAC are the same as those raised in 1979-1980, when the original community plan was drafted. These include:

- Housing
- Public facilities and water resources
- Wildlife habitat
- Diking and flood hazards

A draft of the Clatsop Plains Community Plan was reviewed by your Board at a work session held on November 1, 2023.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted 6-0 (Member Pritchard, excused) to recommend the Board of Commissioners approve the ordinance as presented.

**Fiscal Impact:**

None

**Requested Action:**

Continue the matter to the February 28, 2024, meeting.

**Attachment List**

- A. Ordinance 24-08
- B. [Lewis and Clark Olney Wallooskee Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the Lewis & Clark, Olney-Wallooskee Community Plan - 2040.**

**ORDINANCE NO. 24-08**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 80-07 on July 23, 1980, which amended the Clatsop County Comprehensive Plan by incorporating the Lewis & Clark, Olney-Wallooskee Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 83-17, 97-03, and 03-10, amending Ordinance 80-07 (Lewis & Clark, Olney-Wallooskee Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Lewis & Clark, Olney-Wallooskee – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Lewis & Clark, Olney-Wallooskee – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and



WHEREAS, the Lewis & Clark, Olney-Wallooskee Citizen Advisory Committee developed and reviewed these amendments at public meetings conducted on August 26, September 23, October 28, November 18, and December 16, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on January 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Lewis & Clark, Olney-Wallooskee Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 80-07 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024  
Second Reading: February 28, 2024  
Effective Date: March 29, 2024

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-09: Northeast Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-09, amending the *Northeast Community Plan*

**Informational Summary:**

**BACKGROUND**

The Northeast planning area includes all of the area along U. S. Highway 30 from the east County line to the eastern edge of the Astoria Urban Growth Boundary (UGB). The southern boundary generally follows the drainage patterns of the coastal hills and valleys. There are no incorporated cities in the planning area, but it does contain the unincorporated communities of Westport, Knappa, and Svensen. In 2003, those communities were designated as Rural Communities and new zoning districts were developed and applied to those areas (Ordinance 03-10).

The Northeast Community Plan is part of the County's adopted comprehensive plan. It contains policies specific to the Northeast region, such as those that prioritize erosion prevention, protection of steep slopes, existing drainage patterns and natural and scenic resources, and public safety.

The original Northeast Community Plan was adopted on December 24, 1979 (Ordinance 79-14). The Northeast Community Plan, along with the community plans for each of the other five planning areas in Clatsop County is broken down into landscape units. Goals, objectives, policies and/or recommendations are provided for each of the landscape units. Additional sections in each community plan also include specific policies for the planning area related to the 18 statewide planning goals applicable to Clatsop County. Since originally adopted, the Northeast Community Plan has been amended several times.

**NORTHEAST COMMUNITY PLAN 2040**

The Northeast Citizen Advisory Committee (NECAC) met from August -

December 2021 to review existing policies in the Northeast Community Plan and to identify new issues and policies to be included in that community plan.

The work completed by the NECAC entailed a review of the existing goals, policies and objectives contained within the current community plan. The narrative of the plan was rewritten to include updated information on housing, recreation, and historical sites with a corresponding assessment of current conditions. The updated plan also identifies future trends likely to affect the Northeast planning area over the next 20 years.

Many of the future trends identified by the NECAC are the same as those raised in 1979 when the original community plan was drafted. These trends include:

- Housing
- Preservation of resource lands
- Water and the carrying capacity of the land
- Wildlife habitat

The goals, objectives and policies have been drafted to balance the sometimes conflicting goals of natural resource protection, including farm and forest lands, and the ongoing desirability of this area for residential development.

A draft of the Clatsop Plains Community Plan was reviewed by your Board at a work session held on November 1, 2023.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted 6-0 (Member Pritchard, excused) to recommend the Board of Commissioners approve the ordinance as presented.

**Fiscal Impact:** None

### **Requested Action:**

Continue the matter to the February 28, 2024, meeting.

### **Attachment List**

- A. Ordinance 24-09
- B. [Northeast Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the Northeast  
Community Plan - 2040.**

**ORDINANCE NO. 24-09**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 79-14 on December 24, 1979, which amended the Clatsop County Comprehensive Plan by incorporating the Northeast Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 80-08, 80-12, 83-17, and 03-10 amending Ordinance 79-14 (Northeast Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Northeast Community Plan – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Northeast Community Plan – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

Ordinance 24-09

1<sup>st</sup> Public Hearing: February 14, 2024

2<sup>nd</sup> Public Hearing: February 28, 2024

Agenda Item #18.

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WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and

WHEREAS, the Northeast Citizen Advisory Committee developed and reviewed these amendments at public meetings conducted on September 9, October 14, November 18, and December 9, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on January 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission’s recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Northeast Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 79-14 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024

Second Reading: February 28, 2024

Effective Date: March 29, 2024

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

---

**Agenda Title:** Ordinance 24-10: Seaside Rural Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-10, amending the *Seaside Rural Community Plan*

**Informational Summary:**

**BACKGROUND**

The Seaside Rural planning area comprises approximately 101,400 acres within the southwest quadrant of Clatsop County, stretching from the Pacific Ocean to east of Highway 53. The majority of the planning area is zoned F-80. Clusters of residential development can be found along Highway 26 and Highway 53. The Seaside Rural Planning Area includes the community of Hamlet.

The Seaside Rural Community Plan is part of the County's adopted comprehensive plan. The plan contains policies specific to the Seaside Rural region, such as those that prioritize erosion prevention, protection of steep slopes, existing drainage patterns and natural and scenic resources, and public safety.

The original Seaside Rural Community Plan was adopted on July 23, 1980 (Ordinance 80-07). This plan, along with the community plans for each of the other five planning areas in Clatsop County are broken down into landscape units. Goals, objectives, policies and/or recommendations are provided for each of the landscape units. Additional sections in each community plan also include specific policies for the planning area related to the 18 statewide planning goals applicable to Clatsop County. Since originally adopted, the Seaside Rural Community Plan has been amended twice.

**SEASIDE RURAL COMMUNITY PLAN 2040**

The Elsie-Jewell / Seaside Rural Citizen Advisory Committee (EJSRCAC) met from August -December 2021 to review existing policies in the Seaside Rural Community Plan and to identify new issues and policies to be included in that community plan.



The work completed by the EJSRCAC entailed a review of the existing goals, policies and objectives contained within the current community plan. The narrative of the plan was rewritten to include an assessment of current conditions, and identification of future trends likely to affect the Seaside Rural planning area over the next 20 years.

Similar to the Elsie-Jewell Community Plan, this updated draft of the Seaside Rural Community Plan places a greater emphasis on the impacts from natural hazards, particularly flooding and earthquakes. Because much of the land within the planning area is zoned resource (farm/forest), residential development is restricted. The isolated nature of this part of the county, however, makes it particularly vulnerable to severe weather events or natural disasters. Many of the policies included in the updated plan are designed to increase self-sufficiency for residents and businesses within the Seaside Rural planning area.

Also of increasing concern within the planning area is the issue of wildfire. While wildfire risk was not a significant issue when the 1979 community plan was drafted, increasing changes to climate, including prolonged periods of drought, have raised awareness of this issue and the need to prepare and mitigate for such a disaster.

The goals, objectives and policies have been drafted to balance the sometimes conflicting goals of natural resource protection, including farm and forest lands, and the need for additional residential and commercial development to support the community.

A draft of the Clatsop Plains Community Plan was reviewed by your Board at a work session held on November 1, 2023.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission conducted a public hearing on this item at its January 9, 2024 meeting. The Planning Commission voted 6-0 (Member Pritchard, excused) to recommend the Board of Commissioners approve the ordinance as presented.

**Fiscal Impact:** None

### **Requested Action:**

Continue the matter to the February 28, 2024, meeting.

### **Attachment List**

- A. Ordinance 24-10
- B. [Seaside Rural Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the Seaside  
Rural Community Plan - 2040.**

**ORDINANCE NO. 24-10**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 80-07 on July 23, 1980, which amended the Clatsop County Comprehensive Plan by incorporating the Seaside Rural Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 81-07 and 83-17 amending Ordinance 80-07 (Seaside Rural Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Seaside Rural Community Plan – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Seaside Rural Community Plan – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and

WHEREAS, the Elsie-Jewell / Seaside Rural Citizen Advisory Committee developed and reviewed these amendments at public meetings conducted on August 13, September 10, October 8, November 12, December 10 and December 16, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Clatsop County Planning Commission held a public hearing on these amendments on January 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission’s recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Seaside Rural Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 80-07 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: February 14, 2024

Second Reading: February 28, 2024

Effective Date: March 29, 2024

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

February 14, 2024

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**Agenda Title:** Ordinance 24-11: Southwest Coastal Community Plan  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Conduct the first public hearing of Ordinance 24-11, amending the *Southwest Coastal Community Plan*

**Informational Summary:**

**BACKGROUND**

The Southwest Coastal planning area comprises approximately 3,200 acres along the Pacific Ocean, from the southern edge of the City of Cannon Beach to the south County line, eastward to the foothills of the Coast Range.

Originally adopted on June 1, 1979 (Ordinance 79-04), the Southwest Coastal Community Plan is part of the County's acknowledged comprehensive plan. It contains policies specific to the Southwest Coastal planning area, many of which are focused on balancing development, recreation and tourism with protection of sensitive natural areas and scenic beauty.

**SOUTHWEST COASTAL COMMUNITY PLAN 2040**

The Southwest Coastal Citizen Advisory Committee (SWCCAC) met from August-December 2021 to review existing policies in the Southwest Coastal Community Plan and to identify new issues and policies to be included in that community plan.

The work completed by the SWCCAC entailed a review of the existing goals, policies and objectives contained within the current community plan, and identification of new issues and policies to be included in the updated plan.

The SWCCAC recommended new goals and policies, and modifications to existing goals and policies, to address these priorities. Throughout the process, staff advised committee members that certain policy recommendations may not be able to be legally enacted or may bypass other ongoing legislative and planning processes.

Based on feedback from County land use legal counsel following a review of the SWCCAC's recommendations, staff edited the community plan narrative, goals, and policies.

A draft of the Southwest Coastal Community Plan was reviewed by your Board during a work session held on November 1, 2023.

**PLANNING COMMISSION RECOMMENDATION**

On January 9, 2024, the Planning Commission recommended 6-0 (Member Pritchard, excused) to recommend the Board of Commissioners adopt Ordinance 24-11 as presented.

**Fiscal Impact:** None

**Requested Action:**

Continue the matter to the February 28, 2024, meeting.

**Attachment List**

- A. Ordinance 24-11
- B. [Southwest Coastal Community Plan](#) (via link)

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

In the Matter of:

**An Ordinance adopting the  
Southwest Coastal Community Plan -  
2040.**

**ORDINANCE NO. 24-11**

Doc # \_\_\_\_\_

Recording Date: \_\_\_\_\_

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RECITALS

WHEREAS, the Oregon State Legislature approved Senate Bill 100 on May 29, 1973, creating the Land Conservation and Development Commission and establishing the foundation for the statewide land planning system; and

WHEREAS, the Board of Clatsop County Commissioners approved Resolution and Order 74-11-4 adopting *A Plan for Land and Water Use Clatsop County, Oregon Phase I*; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 79-04 on June 1, 1979, which amended the Clatsop County Comprehensive Plan by incorporating the Southwest Coastal Community Plan; and

WHEREAS, the Board of Clatsop County Commissioners approved Ordinance 80-13 on September 30, 1980, amending Resolution and Order 74-11-4 by adopting new background reports and countywide elements into the Comprehensive Plan; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinances 83-17, 84-9, 03-08, 03-09, 03-10, 03-11, 16-03, and 17-02, amending Ordinance 79-04 (Southwest Coastal Community Plan); and

WHEREAS, the Board of Clatsop County Commissioners recognizes that the Clatsop County Comprehensive Plan and supporting community plans continue to need periodic revision and amendment; and

WHEREAS, the Board of Clatsop County Commissioners adopted Ordinance 23-06 on June 28, 2023, amending Ordinance 80-13; and

WHEREAS, the *Southwest Coastal Community Plan – 2040* shall be included as an element of the Clatsop County Comprehensive Plan; and

WHEREAS, the Board of Commissioners finds that the *Southwest Coastal Community Plan – 2040* complies with the Statewide Planning Goals 1-14 and 16-19; and

WHEREAS, the Board of Commissioners further determines that the adoption procedure for this Ordinance amending the Comprehensive Plan complies with Statewide Planning Goal 1 – Citizen Involvement; and

WHEREAS, the Southwest Coastal Citizen Advisory Committee developed and reviewed these amendments at public meetings conducted on August 11, September 8, October 13, November 10, and December 8, 2021; and

WHEREAS, the Board of Clatsop County Commissioners reviewed the draft amendments at a work session conducted on November 1, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission’s recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts the *Southwest Coastal Community Plan - 2040* as shown in Exhibit 1, attached hereto and incorporated herein by this reference. This document replaces Ordinance 79-04 as amended.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.



SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

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