



CLATSOP COUNTY BOARD OF COMMISSIONERS

"Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect"

Scott Lee, Dist. 1 – Chairperson
Sarah Nebeker, Dist. 2 – Vice-Chairperson
Lisa Clement, Dist. 3
Kathleen Sullivan, Dist. 4
Lianne Thompson, Dist. 5
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Regular Meeting

Wednesday, Jan. 10, 2018

Judge Guy Boyington Building, 857 Commercial, Astoria

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.

1. FLAG SALUTE

2. ROLL CALL

3. DESIGNATION OF CHAIRPERSON AND VICE-CHAIRPERSON

4. AGENDA APPROVAL

5. PRESENTATIONS

- a. Indivisible North Coast Oregon

6. BUSINESS FROM THE PUBLIC - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*

7. CONSENT CALENDAR

- a. 2017-18 Oregon Emergency Management Program Grant.....{Page 1}
- b. Oregon Health Authority-County Public Health IGA Amendment #2.....{Page 23}
- c. Oregon Health Authority-County Public Health IGA Amendment #2 – budget adjmt .{Page 33}
- d. Oregon Health Authority-County Public Health IGA Amendment #3.....{Page 37}
- e. Victims of Crime Act (VOCA) grant agreement{Page 47}
- f. Recreational Lands Planning and Advisory Committee appointments{Page 91}
- g. Developmental Disability Services carryover fund accounting{Page 95}

8. DISCUSSION

- a. Voters Pamphlet

9. PUBLIC HEARING

- a. Ordinance 18-01 Regulating Short Term Rentals (*first reading*){Page 99}

10. BUSINESS AGENDA

- a. Netel Grange Bridge Project contract.....{Page 115}
- b. Appointments to Arts Council of Clatsop County.....{Page 125}

11.COMMISSIONERS' REPORTS

12.COUNTY MANAGER'S REPORT

13.ADJOURNMENT

Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:
Astoria Public Library - Seaside Public Library - Board of Commissioners Office

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: 2017-18 Oregon Emergency Management Program Grant (EMPG)

Category: Consent Calendar

Prepared By: Tiffany Brown

Presented By: Tiffany Brown

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

Informational Summary: The Clatsop County Emergency Management Division (CCEMD) has received matching funds from Oregon Emergency Management (OEM), which are pass-through monies from FEMA's Emergency Management Performance Grant used primarily to cover department personnel costs. The grant requires the county to perform certain functions and meet various goals, which the program has been successful in completing the last twelve years. The grant also requires quarterly reports that detail the work performed and the goals met by the program.

Fiscal Impact: This grant will provide up to \$71,929.00 for the federal fiscal year 2017-18. Maximum reimbursement is set at 50% of program cost. This grant money was allocated in the FY2017-18 so no budget adjustment is needed.

Options to Consider:

1. The Board approves the grant amendment and authorize the County Manager to execute.
2. The Board does not approve the grant, and identifies alternate funding.

Staff Recommendation: Option #1

Recommended Motion: *"I move that we approve the 2017-18 EMPG award agreement and authorize the Chair to sign."*

Attachment List:

- A. Contract #6476

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLATSOP COUNTY
\$71,929
Grant No: 17-504**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office 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 **July 1, 2017** and ending, unless otherwise terminated or extended, on **June 30, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 5.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**
Exhibit D: **Information required by 2 CFR 200.331(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; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$71,929** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2017 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from 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.

b. Financial Reimbursement Reports.

- 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 and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- 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 provided in Section 1. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** 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 Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by 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/EMPG.aspx>
- b. **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.
- c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to 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. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
- 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 or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance.** By accepting FY 2017 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless 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 period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Indemnity.** To the extent authorized by law, Recipient 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 Recipient, 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.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** 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 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 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 such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of 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
Director
Clatsop County Emergency Management
800 Exchange St, Ste 408
Astoria, OR 97103
503-338-3774
tbrown@co.clatsop.or.us

Subrecipient Fiscal Contact:

Tiffany Brown
Director
Clatsop County Emergency Management
800 Exchange St, Ste 408
Astoria, OR 97103
503-338-3774
tbrown@co.clatsop.or.us

OEM

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date November 21, 2017

OEM Program Contact:

Kelly Jo Craigmiles
Operations and Emergency Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2865
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

Natalie Day
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
natalie.day@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2017 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2017 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

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

Grant Funds:	\$71,929
Match Funds:	\$71,929
Total Budget:	\$143,858

Personnel Services – Tiffany Brown	\$103,387
Personnel Services – Tom Manning	\$5,391
Personnel Services – Vincent Aarts	\$53,389
Adjustment to match award	\$(26,194)
General Office Supplies	\$324
Other Supplies	\$2,006
Rent	\$
Phone	\$1,106
Other Utilities	\$404
Contractual/Professional Services	\$
Maintenance Costs – Mass Notification System	\$1,968
Travel/Vehicle Expenses/Mileage	\$807
Training/Workshops/Conferences	\$950
Cost Allocations – Computer Leasing	\$320
Other	\$
Equipment	\$
Total (Grant plus Match)	\$143,858

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
2. **Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

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

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 State. 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 State. 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:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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 Subcontract. 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 Subcontract, 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 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 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 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.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMS-2017-EP-00001-S01
 - (iv) Federal Award Date: September 21, 2017
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2017 to June 30, 2018
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$71,929
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$149,611.58
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$71,929
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,254,537
 - (xii) Is Award R&D? No
 - (xiii) 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 Federal fiscal year.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Amendment #2 to IGA #154104 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health

Category: Consent

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: The operation of the Health Department depends on funding from OHA and approval of this Intergovernmental Agreement will assist the department to operate through the 2017-18 fiscal year. There are routinely additional awards throughout the two year contract. This is the second amendment, and allows additional funding for the Prescription Drug Overdose Program. Phase One of this program was implemented in 2015. These funds (\$79,583) are being awarded to implement the next phase of this project. Original PE01 award (\$10,438) was only for the first quarter of the contract period. This amendment awards the remaining \$35,335. Total award for this amendment is \$114,918

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This amendment allows for an increase of funding in the Prescription Drug Overdose Prevention program (PE27) and for the remaining funding for PE01.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Health Agencies. This Amendment in the amount of \$114,918 increases our Public Health contract to a total of \$531,486.

Options to Consider:

1. Approve Amendment #2 to the IGA #154104 to increase funding for the 2017-18 fiscal year.
2. Do not approve the amendment.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize County Manager to approve OHA/Clatsop County Department of Public Health Amendment #2 to the IGA No. 154104 in the amount of \$114,918."*

Attachment List:

- A. Copy of Amendment #2 to the Intergovernmental Agreement 154104
- B. Resolution and Order

Agreement #154104



**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Second Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clatsop County, acting by and through its Department of Public Health ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

RECITALS

WHEREAS, OHA and LPHA wish to add the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

- Exhibit A "Definitions", Section 16 "Program Element" is amended to add Program Element titles and funding source identifiers as follows:

<u>PE Number</u> and Title	Fund Type	Federal Agency/ Grant Title	CFDA#	Sub- Recipient (Y/N)
PE 27 Prescription Drug Overdose Prevention (PDOP)	FF	Center for Disease Control and Prevention / Injury Prevention and Control Research and State and Community Based Programs	93.136	N

- Exhibit B Program Element #27 "Prescription Drug Overdose Prevention (PDOP)" is hereby added by Attachment A attached hereto and hereby incorporated into the Agreement by this reference.
- Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
10. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

11. **Signatures.**

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Cameron Moore
Title: County Manager
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

1. **Description.** Funds provided under this Agreement for this Program Element may only be used, in accordance with and subject to the requirements, and limitations set forth below, to implement Prescription Drug Overdose Prevention (PDOP) activities in the following areas for LPHAs in High-burden Regions.
 - a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training on using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.
 - b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Three regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in PDMP over the two year funding period.
 - c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more interconnected community-level network of services.
 - d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit to help adoption and promotions of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.
 - e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data or stories to local media outlets to promote public awareness of the burden and preventability of PDO.

2. **Definitions specific to this Program Element.**

High-burden Region: an area of 2-3 neighboring counties led by a funded LPHA. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing.

3. **Procedural and Operational Requirements.**

- a. LPHA agrees to conduct activities in accordance with the following requirements:
 - (1) Implement activities in accordance with this Program Element;
 - (2) Assure that staffing is at the appropriate level to address all sections in this Program Element. LPHA will designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA;
 - (3) Use the funds awarded under this Agreement for this Program Element.
 - (4) Attend all PDO meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- b. Each High-burden Region must identify a LPHA to act as the fiscal agent for the High-burden Region. The LPHA will provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

4. Reporting Requirements.

- a. LPHA must have on file with OHA an approved Community Response Work Plan no later than October 1st of each year. LPHA shall implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly progress reports.
- c. LPHA must submit quarterly Oregon Health Authority Public Health Division Expenditure and Revenue Reports.
- d. LPHA must submit quarterly PDO Expense Reports.
- e. OHA will provide the required format and current service data for use in completing the plan and progress and expense reports.

5. Program Evaluation. LPHA will cooperate with OHA on program evaluation throughout the duration of this Agreement period(s), as well as with final project evaluation.

Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan, collecting data and maintaining documentation throughout this Agreement period, responding to evaluator's requests for information and collaborating with OHA on final reports to highlight the outcomes of the work.

6. Performance Measures. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment B Financial Assistance Award

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3
1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103	2) Issue Date September 21, 2017	This Action AMENDMENT FY2018	
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	10,438	35,335	45,773
PE 03 TB Case Management	7,158	0	7,158 (g,h,i)
PE 12 Public Health Emergency Preparedness	73,801	0	73,801 (d)
PE 13 Tobacco Prevention & Education	64,391	0	64,391
PE 27 Oregon Prescription Drug Overdose Prevention	0	79,583	79,583 (m)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	185,562	0	185,562 (b,c)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	16,724	0	16,724 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	3,879	0	3,879 (i)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	6,279	0	6,279 (ij)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	14,649	0	14,649 (ij)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	2,068	0	2,068 (i)
PE 42 Babies First FAMILY HEALTH SERVICES	6,621	0	6,621
5) FOOTNOTES: a) \$16,724 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$51,849 ; \$10,370 must be expended for Nutrition Education. \$2,306 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$133,713 ; \$26,743 must be expended for Nutrition Education. \$6,919 must be expended for Breastfeeding Promotion. d) \$73,801 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) For future use.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

RPO
 4,273
 79,583

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

[illegible]

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103	2) Issue Date September 21, 2017	This Action AMENDMENT FY2018	
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	416,568	114,918	531,486
5) FOOTNOTES: l) \$6,658 Must be spent by December 31st, 2017, out of that \$6,536 is awarded to support contact investigation work m) \$79,583 is for the period September 1st, 2017 to June 30th, 2017.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Attachment C

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE 27 Prescription Drug Overdose Prevention Program SFY 18 - July 1 2017 - June 30, 2018

Federal Award Identification Number(FAIN):	U17CE002751	U17CE002751	1H79TI080258
Federal Award Date:	3/24/2017	7/17/2017	4/21/2017
Performance Period:	09/1/2016-08/31/2017	09/1/2017-08/31/2018	5/1/17-4/30/18
Federal Awarding Agency:	Centers for Disease Control and Prevention	Centers for Disease Control and Prevention	Substance Abuse and Mental Health Services Administration
CFDA Number:	93.136	93.136	93.788
CFDA Name:	Injury Prevention and Control Research and State and Community based Programs	Injury Prevention and Control Research and State and Community based Programs	Opioid STR
Total Federal Award:	\$2,183,841	\$1,768,431	\$6,564,425
Project Description:	Oregon Prescription Drug Overdose Prevention	Oregon Prescription Drug Overdose Prevention	Oregon State Targeted Response to the Opioid Crisis
Awarding Official:	Angie Deokar ftm4@cdc.gov	Angie Deokar ftm4@cdc.gov	Kim Thierry kim.thierry@samhsa.hhs.gov
Indirect Cost Rate:	17.45%	17.45%	N/A
Research And Development(Y/N):	N	N	N

Index=50339 PCA=52658		Index=50339 PCA=52024		Index=84002 PCA=80660	
Agency/Contractors Name	DUNS	Previous Award Amount	September FY18 Amendment	Total FY18 Award	
CLATSOP	118455844	\$ -	\$ 79,583.00	\$ -	\$ 79,583.00

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Amendment #2 to IGA #154104 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health – Budget Adjustment

Category: Consent

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: The operation of the Health Department depends on funding from OHA and approval of this Intergovernmental Agreement will assist the department to operate through the 2017-18 fiscal year. There are routinely additional awards throughout the two year contract. This amendment allows additional funding for the Prescription Drug Overdose Program. Phase One of this program was implemented in 2015. These funds (\$79,583) are being awarded to implement the next phase of this project. Additional funding has been awarded for PE01 in an amount of \$4,273 greater than original budget amount.

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This amendment allows for an increase of funding in the Prescription Drug Overdose Prevention program (PE27) and for the remaining funding for PE01.

Agenda Item #7-b covers the amendment approval. This agenda item authorizes the necessary budget and appropriations adjustments to the FY 2017-18 Budget.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Health Agencies. Amendment #2 of Public Health Contract #154104 increases the total contract amount to \$531,486.

Options to Consider:

1. Approve the Resolution and Order authorizing FY 2017-18 budget and appropriations adjustments related to Amendment #2 to the IGA #154104 , as detailed in the Schedule A attached.
2. Do not approve the Resolution and Order.

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the Resolution and Order authorizing FY 2017-18 budget and appropriation adjustments related to Amendment #2 to IGA #154104 as detailed in Schedule A and authorize the Chair to sign.”*

Attachment List:

- A. Resolution and Order
- B. Schedule A

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

In the matter of the adjustment of the fiscal)	
year 2017-18 budget and appropriations by)	
authorizing expenditure of unanticipated grant)	RESOLUTION AND ORDER
revenue from the Oregon Health Authority,)	
Amendment #2, per ORS 294.463)	

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017-18 budget by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; not, therefore, it is

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

ADOPTED AND APPROPRIATED this 10th Day of January 2018.

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

Scott Lee, Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>			<u>Increase</u>	<u>Decrease</u>
007/4110	Revenue	81- 4500	\$4,273	
007/4110	Expense	82- 1209	4,273	
007/4110	Revenue	81- 5203	79,583	
007/4110	Expense	82- 1086	4,805	
007/4110	Expense	82- 1209	37,490	
007/4110	Expense	82- 1850	1,450	
007/4110	Expense	82- 1950	3,070	
007/4110	Expense	82- 1955	5,705	
007/4110	Expense	82- 1960	12,160	
007/4110	Expense	82- 1970	130	
007/4110	Expense	82- 1975	170	
007/4110	Expense	82- 1980	20	
007/4110	Expense	82- 2518	14,583	

Comment: Budget Authority increase of \$83,856 related to Amendment #2 to the IGA #154104.
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18.

Prepared by: Bryan Hall 12/8/2017
Oregon Health Authority, Amendment #2

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Amendment #3 to IGA #154104 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health.

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: The operation of the Health Department depends on funding from OHA and approval of this Intergovernmental Agreement will assist the department to operate through the 2017-18 fiscal year. There are routinely additional awards throughout the two year contract. This amendment allows additional funding for ongoing STD investigations up until December 31, 2017.

County Manager is already authorized to sign this amendment. We need Board approval of the Resolution and Order to authorize expending these additional funds.

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This amendment allows for an increase of funding in the STD Program Element #10 within the Public Health contract.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Health Agencies. This Amendment in the amount of \$3,175 increases our Public Health contract to a total of \$534,661.

Options to Consider:

1. Approve Resolution and Order related to Amendment #3 to the IGA #154104 for the 2017-18 fiscal year.
2. Do not authorize expenditure of funds.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize Resolution and Order related to OHA/Clatsop County Department of Public Health Amendment #3 to the IGA No. 154104 in the amount of \$3,175 per Schedule A."*

Attachment List:

- A. Copy of Amendment #3 to the Intergovernmental Agreement 154104
- B. Resolution and Order
- C. Schedule A list

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

In the matter of the adjustment of the fiscal)	
year 2017-18 budget and appropriations by)	
authorizing expenditure of unanticipated grant)	RESOLUTION AND ORDER
revenue from the Oregon Health Authority,)	
Amendment #3, per ORS 294.463)	

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017-18 budget by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; not, therefore, it is

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

ADOPTED AND APPROPRIATED this 10th Day of January 2018.

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

Scott Lee, Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>			<u>Increase</u>	<u>Decrease</u>
007/4110	Revenue	81- 5204	\$3,175	
007/4110	Expense	82- 1209	1,175	
007/4110	Expense	82- 1905	2,000	

Comment: Amendment #2 to the IGA #154104 in the amount of \$3,175
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18

Prepared by: Bryan Hall 12/8/2017
Oregon Health Authority, Amendment #3

Agreement #154104



**THIRD AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Third Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clatsop County, acting by and through its Department of Public Health ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

8. This Amendment becomes effective on the date of the last signature below.

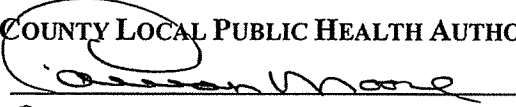
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

State of Oregon, acting by and through its Oregon Health Authority

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By:  _____
Name: Cameron Moore
Title: County Manager
Date: 12-5-17

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Financial Assistance Award

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3
1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103		2) Issue Date October 24, 2017	This Action AMENDMENT FY2018
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	45,773	0	45,773
PE 03 TB Case Management	7,158	0	7,158 (g,h,i)
PE 10 Sexually Transmitted Disease Client Services	0	3,175	3,175 (e)
PE 12 Public Health Emergency Preparedness	73,801	0	73,801 (d)
PE 13 Tobacco Prevention & Education	64,391	0	64,391
PE 27 Oregon Prescription Drug Overdose Prevention	79,583	0	79,583 (m)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	185,562	0	185,562 (b,c)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	16,724	0	16,724 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	3,879	0	3,879 (i)
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	6,279	0	6,279 (i,j)
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	14,649	0	14,649 (i,j)
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	2,068	0	2,068 (i)
5) FOOTNOTES: a) \$16,724 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$51,849 ; \$10,370 must be expended for Nutrition Education. \$2,306 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$133,713 ; \$26,743 must be expended for Nutrition Education \$6,919 must be expended for Breastfeeding Promotion. d) \$73,801 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) Supplemental funds to assist in STD outbreak work, must be spent by December 31st, 2017			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

CFDA 93.977

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

[illegible]

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3	
1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103		2) Issue Date October 24, 2017	This Action AMENDMENT FY2018
		3) Award Period From July 1, 2017 Through June 30, 2018	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
TOTAL	531,486	3,175	534,661
5) FOOTNOTES: l) \$6,658 Must be spent by December 31st, 2017, out of that \$6,536 is awarded to support contact investigation work m) \$79,583 is for the period September 1st, 2017 to June 30th, 2017. n) Funds provided under this Agreement are intended to enable Local Public Health Authorities to assume primary responsibility for the quality and safety of drinking water provided by most of the public water systems located within the Local public Health Authority's jurisdiction, and may only be used in accordance with and subject to the requirements and limitations set forth below, to deliver the Safe Drinking Water services described in the Program Element Description.			
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE 10: Sexually Transmitted Disease Client Services

Federal Award Identification Number(FAIN):		5NH25PS004353-04-00	
Federal Award Date:		12/16/17	
Performance Period:		01/01/17-12/31/17	
Federal Awarding Agency:		Centers for Disease Control & Prevention	
CFDA Number:		93.977	
CFDA Name:		Preventative Health Services - Sexually Transmitted Diseases Control Grants	
Total Federal Award:		\$865,146	
Project Description:		Supports activities related to STD monitoring and surveillance	
Awarding Official:		Arthur Lusby, Grants Management Officer, ALusby@cdc.gov, 770-488-2865	
Indirect Cost Rate:		17.45%	
Research And Development(Y/N):		N	
Agency/Contractors Name	DUNS	Award Amount	Total
CLATSOP	118455844	\$ 3,175	\$ 3,175

PE 50: Safe Drinking Water (SDW) Program

Federal Award Identification Number(FAIN):		98009017	TBD	N/A	
Federal Award Date:		09/18/17		N/A	
Performance Period:		08/01/17 - 08/31/20	10/01/17-09/30/18	FY18	
Federal Awarding Agency:		EPA	EPA	General Funds	
CFDA Number:		66.468	66.432		
CFDA Name:		Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision		
Total Federal Award:		\$11,705,000	TBD	N/A	
Project Description:		Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program		
Awarding Official:		Harold Rodgers @ Rogers.Harold@epa.gov	Harold Rodgers @ Rogers.Harold@epa.gov		
Indirect Cost Rate:		17.45%	16.41%		
Research And Development(Y/N):		N	N		
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Award Amount	Total
CLATSOP	118455844	\$ 3,583	\$ 4,031	\$ 3,583	\$ 11,196

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: 2017-2019 VOCA and CFA Non-Competitive Grant

Category: Consent Calendar

Prepared By: Lori Johnson, Senior Administrative Supervisor

Presented By: Joshua Marquis, District Attorney

Issue before the Commission: Approve and adopt the agreement and authorize the County Manager to execute as well as approve the budget and appropriation adjustment authorizing 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) which awards Clatsop County with additional funds than previously budgeted in this fiscal year 17-18, and the new award of VOCA Expansion funds.

The amount of \$58,710 in revenue was budgeted in FY 17-18 for VOCA basic grant funds. This Agreement increases that amount to \$65,673.00. The first year award is \$65,673.00 and the second year award (FY 18-19) is \$65,673.00.

The amount of additional revenue is \$6,963.00. Since the funds are disbursed on a federal fiscal basis, three quarters of the \$6,963.00 (or \$5,222.25) will be available for FY 17-18 to enhance victim services, and the fourth quarter funds of \$1,740.75 will be available in FY 18-19. These are considered non-supplanting revenue funds.

The additional funds would be utilized to assist victims with costs associated with traveling to Clatsop County for court hearings and trials, and for education and training. A portion of the funds would be absorbed into the existing personnel line items for overtime.

Additionally, this grant awards the county with new funds to enhance victim services for juvenile cases as well as restitution reporting (VOCA Expansion funds). A part-time temporary Victim Services Coordinator would be hired to provide victim services for juvenile cases and perform restitution reporting for juvenile cases as well as adult criminal cases.

Attached is the R&O required by ORS 294.463 for budget adjustment for fiscal year 2017-18. These adjustments are required to avoid being in violation of budget law by authorizing appropriation authority of unanticipated grant revenue. The need for budget adjustments is further explained in the attached Schedule "A".

Fiscal Impact: This grant will not cost the county any funds, but will increase available funds for enhancing victim services.

Options to Consider:

1. Approve and adopt the Agreement.
2. Decline the Agreement with the resulting loss of revenue

Staff Recommendation: Option #1

Recommended Motion: *"I move to adopt the Victims of Crime Act Agreement and authorize the County Manager to execute."*

Attachment List:

- A. Victims of Crime Act Agreement
- B. Victims of Crime Act Award Letter
- C. Resolution and Order

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)	
year 2017-18 budget and appropriations by)	RESOLUTION AND ORDER
authorizing expenditure of unanticipated grant)	
revenue per ORS 294.463.)	

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017 -18 budget by authorizing expenditure of unanticipated grant revenue.

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of 2017-18 Budget Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of 2017-18 Budget Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 10th Day of January 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chair

Schedule A

2017-18 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
District Attorney 001/2160/81-4222	\$42,915	
District Attorney 001/2160/82-1896	\$42,915	
District Attorney 001/2160/81-4221	\$6,963	
District Attorney 001/2160/82-2516	\$6,963	

Comment: The County has been awarded a Victims of Crime Act Expansion grant to enhance restitution services to all victims and survivors, as well as provide victim services for the juvenile caseload in the Clatsop County Juvenile Department and the District Attorney's Office. The funds will be used to hire a part-time temporary Victim Services Coordinator dedicated specifically to assisting victims with restitution requests and coordinating the restitution process before the date of sentencing in both the adult criminal cases and juvenile criminal cases. This will be accomplished by having an employee dedicated to gathering restitution amounts, preparing restitution reports, and assisting victims with restitution requests.

This grant also provides an additional \$6,963 for the VOCA Basic grant. It was originally budgeted at \$58,710 in revenues and this grant increases that amount to \$65,673.



DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: November 30, 2017

TO: 2017-2019 VOCA and CFA Non-Competitive Grant Recipients

FROM: CVSD Fund Coordinators

Attached is your agency's 2017-2019 VOCA and 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 and Exhibits are signed, if you haven't already please upload a copy of the entire 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 and then **change the application status in CVSD E-Grants to "Application Accepted."**

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD 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 Terri Johnson, VOCA Grant Specialist, at 503-378-4578 or your CVSD Fund Coordinator.

DEPARTMENT OF JUSTICE

Crime Victims' Services Division

VICTIMS OF CRIME ACT

CRIMINAL FINE ACCOUNT

2017-2019 VOCA AND CFA NON-COMPETITIVE GRANT AWARD COVER SHEET

1. Grantee Name and Address: Clatsop County, acting by and through its District Attorney's Office PO Box 149 Astoria, OR 97103 Contact Name: Mrs. Marilyn Reilly Telephone: (503) 325-1599 E-mail: mreilly@co.clatsop.or.us	2. Special Conditions: This grant Project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 <i>et. seq.</i> and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000								
4. Award Number: VOCA/CFA-2017-ClatsopCo.DAVAP-00009	5. Award Date: October 1, 2017								
6. Grantee Tax Identification Number: 93-6002287	7. DUNS Number: 118455844								
8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	8. Program Period: October 1, 2017 – September 30, 2019								
9. VOCA Category: General Victim Assistance	10. Total VOCA Grant Award Amount / Match Amount: \$219,558.10/ \$ 54,890.50								
11. VOCA CFDA Number: CFDA 16-575	12. Total CFA Grant Award Amount: \$ 69,622.00								
13. Indirect Cost Rate:	14. Total Federal Award Amount: \$219,558.10								
15. VOCA Annual Narrative Report: October 31, 2018 October 31, 2019 (final)	16. VOCA and CFA Financial & Outcome Measures Reports, VOCA PMT Report, and CFA Statistical Report Due Dates: <table border="0"> <tr> <td>January 31, 2018</td> <td>January 31, 2019</td> </tr> <tr> <td>April 30, 2018</td> <td>April 30, 2019</td> </tr> <tr> <td>July 20, 2018</td> <td>July 20, 2019</td> </tr> <tr> <td>October 31, 2018</td> <td>October 31, 2019 (final)</td> </tr> </table>	January 31, 2018	January 31, 2019	April 30, 2018	April 30, 2019	July 20, 2018	July 20, 2019	October 31, 2018	October 31, 2019 (final)
January 31, 2018	January 31, 2019								
April 30, 2018	April 30, 2019								
July 20, 2018	July 20, 2019								
October 31, 2018	October 31, 2019 (final)								
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2017-2019 VOCA and CFA Non-Competitive Grant Award". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.									

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2017-2019 VOCA and CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2017-CLATSOPCo.DAVAP-00009**

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

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

PROGRAM START DATE: October 1, 2017

**SECTION 1
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 34 U.S.C. 20101 *et seq.* ("VOCA"), and ORS 147.231, Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account ("CFA"), and pursuant to ORS 147.227 (1), Grantor 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, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

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 October 1, 2017.

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 (d); and
- (c) Exhibit F.

This Agreement is also subject to the terms of the following documents, to the extent they do not conflict with the Agreement. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

- (a) The most current versions of the VOCA Guidance available at https://www.doj.state.or.us/wp-content/uploads/2017/09/voca_allowable_and_unallowable_costs_and_services.pdf (“VOCA Guidance”).
- (b) The most current versions of the CFA Grant Management Handbook available at https://www.doj.state.or.us/wp-content/uploads/2017/06/cfa_grant_management_handbook.pdf (“CFA Grant Management Handbook”) and the VOCA Grant Management Handbook available at https://www.doj.state.or.us/wp-content/uploads/2017/06/voca_grant_management_handbook.pdf (“VOCA Grant Management Handbook”).
- (c) 2017-2019 VOCA and CFA Non-Competitive Program Grant Request for Application and any Amendments (“VOCA and CFA RFA”).
- (d) Grantee’s VOCA and CFA Application from the VOCA and CFA RFA to include the general information for all Grantees (Form A, Cover Page; Form B, Services Checklist, Form D, Staff Roster; Form E, Board of Directors Roster & Information; Form F, Volunteer Information; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting; and Form L, Attachments to Upload), the Grantee’s VOCA Application as defined in Section 1.04 (e) herein, the Grantee’s CFA Application as defined in Section 1.04 (f) herein, and the Grantee’s VOCA Expansion Application, as appropriate and as defined in Section 1.04 (g) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (e) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application.”
 - (i) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to earn program income (Form K of the Grantee’s VOCA and CFA Application); and
 - (iii) The budget forms, (Forms M-Q of the Grantee’s VOCA and CFA Application, the “VOCA Budget”).
- (f) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
 - (i) The Grantee’s policies and procedures included in the Policies and Procedures Narrative (Form I of the Grantee’s VOCA and CFA Application);
 - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application); and
 - (iii) The budget forms, (Forms M, N, O and Q of the Grantee’s VOCA and CFA Application, the “CFA Budget”).
- (g) As appropriate, Grantee’s VOCA Expansion Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Expansion Application.”
 - (i) The Grantee’s VOCA Expansion Project Description (Form R of the Grantee’s VOCA and CFA Application);

- (ii) The Grantee's Memorandum of Understanding and Contractual Services agreements, as appropriate (Form S of the Grantee's VOCA and CFA Application);
- (iii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee's VOCA and CFA Application);
- (iv) As appropriate, the organizational capacity to earn program income (Form K of the Grantee's VOCA and CFA Application);
- (v) The budget forms, (Forms T-X of the Grantee's VOCA and CFA Application, the "CFA Budget").

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 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.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of \$289,180.10 , less any recovery of unspent funds (the "Grant"), from the Fund(s) in the category(ies) outlined below to financially support and assist Grantee's implementation of the Grantee's VOCA Application, as described in Section 1.04(e), the Grantee's CFA Application, as described in Section 1.04(f), and the Grantee's VOCA Expansion Application, as appropriate and as described in Section 1.04 (g), from the Grantee's VOCA and CFA Application, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Category	Year 1 Funds	Year 2 Funds	Total Maximum Funds
VOCA	CA			\$ 0.00
VOCA	Underserved			\$ 0.00
VOCA	GEN	\$ 65,673.00	\$ 65,673.00	\$131,346.00
VOCA	GEN	\$ 42,915.00	\$ 45,297.10	\$ 88,212.10
Expansion				
CFA	N/A	\$ 34,811.00	\$ 34,811.00	\$ 69,622.00

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

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee 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 Grantor 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. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of the 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; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described in in Section 5.07; and
 - (iii) Grantor has received the completed quarterly VOCA Performance Measurement Tool Report and the Client Feedback Form and Outcome Measure Report as described in in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and

(ii) Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.

(j) No default as described in Section 6.03 has occurred; and

(k) Grantee'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 Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

N/A

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2019** (the "Availability Termination Date"). Grantor will not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2019**, 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 Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Guidance and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project budget and narrative (the "Budget") set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee 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 5.15(a), (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 Guidance and the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the earlier of the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from

Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee 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 Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do 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, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee 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, Grantee must submit a letter to Grantor 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 Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2019** provided, however, that 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, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the 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) Grantee 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) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_employees.pdf; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_complaints_participants.pdf.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements>. Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at https://justice.oregon.gov/crime-victims/pdf/civil_rights_fact_sheet.pdf.

Section 5.05. Volunteers. Grantee organization will use volunteers in implementation of the VOCA Project unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that grant-funded direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee:
https://justice.oregon.gov/crime-victims/pdf/cvsv_dvsa_training_requirements.pdf. The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence (OCADSV) web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.

- (b) Grantee shall ensure that grant-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attends the Oregon Basic State Victim Assistance Academy (SVAA) training: http://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the grant-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing grant-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations 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*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) Grant-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
 - (i) Quarterly Financial 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, Grantee shall provide Grantor with quarterly financial reports.
 - (ii) 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, Grantee shall provide Grantor with quarterly performance measurement tool reports.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from October 1 through September 30.
 - (iv) Quarterly Client Feedback Form and Outcome Measure Report. Grantee 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 (3) CVSD Common Outcome

Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly 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.

(b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

- (i) 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 quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.
- (ii) Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSD E-Grants to Grantor quarterly statistical reports.
- (iii) Quarterly Client Feedback Form and Outcome Measure Report. Grantee 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 (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the CFA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly 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.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault and their families, or stalking, Grantee 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) Grantee 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, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated 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) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee'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 Grantee's programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws;
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn; and
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.
 - (ii) Grantee 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 and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a

legally incapacitated person, it must be signed by a legally-appointed guardian. 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 grantee 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, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought 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 Grantee makes a reasonable effort to get 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) Inadvertent release. Grantee is responsible for taking reasonable efforts to prevent inadvertent releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section.
- (i) Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

- (c) By use of 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.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants 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.

Grantee 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 Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer ("OCFO") set forth in the most recent version of the Office of Justice Programs ("OJP") DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee 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. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office ("GAO") or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, 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. Grantee 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 Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee 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 CVSD within 30 days of completion. If Grantee expends less \$750,000 in its fiscal, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.

- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee 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 5.13. **Compliance with Laws.** Grantee 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 money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee 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, 42 U.S.C. §3789d(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 Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th 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 Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' 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 Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin

discrimination on the basis of limited English proficiency. Grantee 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. Grantee 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 grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- (f) **Equal Treatment for Faith-Based and Community 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 (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of 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 <https://ojp.gov/funding/Explore/SolicitationRequirements/index.htm>.
- (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, Grantee 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, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.14. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.15. Assurances. The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
 - 1. Movement of funds that total more than \$1,000 in the Personnel, Services and Supplies, or Other Services categories; OR
 - 2. To add a budget category or line item that did not exist in the original budget; OR
 - 3. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, DOJ Grants Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Guidance, the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

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 or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor, the CFA or the Criminal Injuries Compensation Account, fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, or (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) in accordance with Section 6.04.

Section 6.03. Default. Either party 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 Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such

remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA or CFA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor 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 shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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 mailed shall be deemed to be given five (5) days after mailing. 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.

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 CVSD E-Grants and 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.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their

respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

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

- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee 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 Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee 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 Grantee permit a contractor to work under a Subcontract when the Grantee 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 Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee 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 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. 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 7.12. 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 7.13. 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 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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 Victims' Services Division

Date: _____

CLATSOP COUNTY, ACTING BY AND THROUGH ITS DISTRICT ATTORNEY'S OFFICE

By: _____

Name: Cameron Moore

Title: County Manager

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

Name: Steven Marlowe

Title: Sr. Assistant Attorney General

Date: Approved via email on 11/3/2017



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

EXHIBIT A

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

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. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not 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) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies 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 the grantee's 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 grantee'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 grant 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 grant, the employee will—

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

(2) Notify the employer in writing of his or her 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, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(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;

(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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:
Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Clatsop County District Attorney Victim Services
PO Box 149, Astoria OR 97103

2. Application Number and/or Project Name

Clatsop County District Attorney Victim Services
VOCA and CFA Grant

3. Grantee IRS/Vendor Number

93-6002287

4. Typed Name and Title of Authorized Representative

Cameron Moore, Clatsop County Manager

5. Signature

6. Date



OMB APPROVAL NUMBER 1121-0140

As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR Part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (34 U.S.C. § 20110);
 - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
 - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
 - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
 - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
 - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), 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. §§ 1501-08 and §§ 7324-28, 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.

Cameron Moore
Print Name of Authorized Official

Clatsop County Manager
Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

November 30, 2017

Mrs. 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 for the period of October 1, 2017 – September 30, 2019 under the VOCA Non-Competitive Grant Award/CFDA#16-575 /\$219,558.10.

Dear Mrs. 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: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD 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.

MS We have completed our single audit for our most recent fiscal year, ending 6/30/17. 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: www.co.clatsop.or.us/finance/page/annual-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) _____

Monica Steele

Print Name of Fiscal Officer



Signature of Fiscal Officer

Budget and Finance Director Clatsop County

Title

12/21/17

Date

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

Oregon Department of Justice – Crime Victims' Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I", keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.

Grant Award: VOCA/CFA-2017-ClatsopCo.DAVAP-00009		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): Clatsop County, acting by and through its District Attorney's Office		
Address: PO Box 149, Astoria, OR 97103		
Program Period: Start Date: 10/1/2017 End Date: 9/30/2019		Award Amount: \$219,558.10
Contact Name, Phone # & E-mail address: Mrs. Marilyn Reilly, (503) 325-1599, mreilly@co.clatsop.or.us		

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that Clatsop County [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Cameron Moore, County Manager

Print or Type Name and Title

Signature

Date

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Cameron Moore [authorized official],
certify that Clatsop County [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000,
has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required
by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Clatsop County [organization],

Clatsop County Manager, 800 Exchange, 4th Fl Astoria, OR 97103 [address].

Cameron Moore, County Manager

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP
in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

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 Grantee that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victims' Services Division ("CVSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSD 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 42 U.S.C. 3795a), 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 CVSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> (page under construction as of 10/1/2017).

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 Grantee is to contact CVSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 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. Requirements related to "de minimis" indirect cost rate

A Grantee 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 CVSD 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.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee 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 Grantee must promptly notify the awarding agency (CVSD 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 adjustment notice (GAN) or grant amendment to eliminate any inappropriate duplication of funding.

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

The Grantee 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 Grantee 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 Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee'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 special 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).

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

The Grantee, 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, 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, \$150,000). 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 \$150,000), and are incorporated by reference here.

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

The Grantee, 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 Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee'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 Grantees and subgrantees related to trafficking in persons (including reporting requirements and CVSD authority to terminate award)), and are incorporated by reference here.

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

The Grantee, 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 "2015 DOJ Grants Financial Guide").

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

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSD in the manner (including within the timeframes) specified by CVSD 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.

12. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

13. Effect of failure to address audit issues

The Grantee 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 Grantee 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 CVSD awards.

14. Potential imposition of additional requirements

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

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

The Grantee, 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.

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

The Grantee, 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."

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

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible <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.

18. 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 Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSD for guidance, and may not proceed without the express prior written approval of CVSD.

19. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The Grantee, 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, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

20. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("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 Grantee--

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 Grantee 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 Grantee'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.

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

The Grantee (and any subgrantee 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 Grantee 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 Grantee is to contact CVSD for guidance.

23. 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 Grantees and subrecipients ("subgrantees") 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.

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

If the Grantee 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 CVSD by email to Shannon.Sivell@doj.state.os.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee 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.

25. The Grantee authorizes Office for Victims of Crime ("OVC") and/or the Office of the Chief Financial Officer ("OCFO"), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

26. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee") at any tier, 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 Grantee 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 CVSD.

27. Demographic Data

The Grantee, and any subrecipient ("subgrantee") at any tier, must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

28. Discrimination Findings

The Grantee 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 Grantee will forward a copy of the findings to CVSD.

29. The Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Grantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

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

31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSD, and in the manner required by CVSD. 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.

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

If the total value of the Grantee's 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 Grantee 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, Grantees 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, "FAPIS").

The details of Grantee 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, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

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

Cameron Moore
Print Name of Authorized Official

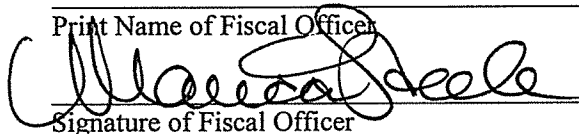
Clatsop County Manager
Title

Signature of Authorized Official

Date

Monica Steele
Print Name of Fiscal Officer

Budget and Finance Director
Title


Signature of Fiscal Officer

12/21/17
Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

☒ Required by Agency ☐ Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ Required by Agency ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ Required by Agency ☐ Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

☒ Required by Agency ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor 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 Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Appointments to Recreational Lands Planning and Advisory Committee

Category: Consent Calendar

Prepared By: Steve Meshke

Presented By: Steve Meshke

Issue before the Commission: Staff has been advertising for the Recreational Lands Planning and Advisory Committee vacancies for the past several months and has received one application. Currently there is one unfilled vacancy on the committee. Three of the current incumbent members are requesting to be reappointed to the committee for another full term.

Informational Summary: There is currently one unfilled vacancy on the committee. The vacant seat has an un-expired term that ends Feb. 1, 2019. The new applicant is Mathew Weintraub, who is a resident of Cannon Beach. Mathew has an education background in forestry and environmental resources management. He also has experience in teaching multiple modules of middle school experimental outdoor recreation and also serves as a Board Member of the Northwest Trail Alliance organization.

Three of the incumbent members are requesting reappointment to the committee for another full term. These three members are Thomas Sayre from Warrenton, who has a multitude of experience with serving on park and recreational committees as well as open space task force committees in both Oregon and Washington. The second member is Lynne Leland from Astoria, who has prior experience with the Clatsop County Park Committees as well as the Clatsop County Planning Commission. Lynne has an in depth knowledge of the Clatsop County Parks as she was one of the task force members that helped to produce the 2006 Clatsop County Recreational Lands Master Plan. The third member is Steve Ferguson of Astoria, who brings a long list of experience as retired forester that worked for the Oregon Department of Forestry.

The three incumbent committee members Thomas Sayre, Lynne Leland, and Steve Ferguson current terms expired on February 1, 2018. The new term for all three incumbent members would expire on February 1, 2021.

The Recreational Lands Planning Advisory Committee is a group of volunteers appointed by the county commissioners to help develop long-range plans for county parks and changes to the county's comprehensive land-use plan related to recreational lands.

Fiscal Impact: No fiscal impact expected

Options to Consider:

1. Approve the new appointment of Mathew Weintraub for an unfilled term that will expire on February 1, 2019. Approve the reappointment of Thomas Sayre, Lynne Leland, and Steve Ferguson for another term that will expire on February 1, 2021.
2. Direct staff to re-advertise for new candidates

Staff Recommendation: Option #1

Recommended Motion: *"I move appoint Mathew Weintraub to the unfilled seat that will expire on February 1, 2019, and reappoint incumbent members Thomas Sayre, Lynne Leland, and Steve Ferguson to another full term on the Recreational Lands Planning Advisory Committee that will expire on February 1, 2021."*

Attachment List:

- A. Committee Application for Mathew Weintraub

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 11/13/17

Matthew Weintraub

Name

PO Box 661

Mailing Address

Cannon Beach

City

Street Address: 454 Elk Land Drive Cannon Beach, OR Email: weintraub.e.matthew@gmail

Home Telephone: 206-661-8587 Other Telephone: ☐ work ☐ cell phone)

Current Occupation: Transportation Options Specialist

Years Resident of County: 1.5

Do you live within the city limits: ☒ Yes ☐ No

In which Commission District do you reside: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5

Committee, Board of Commission Applied for:

1. Recreation Lands Advisory Committee

2.

3.

Background (Relevant education, training, experience, etc.):

- Completed both undergraduate and graduate education in forestry and environmental resource management.
- Taught multiple modules of middle school experiential outdoor recreation
- Served a one-year term as the advisor to a high school outdoor recreation program
- Currently serve on the board of the state's largest trail stewardship non-profit

Please complete other side →

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

I have worked professionally in the outdoor recreation advocacy realm for several years and have always been had the utmost respect for community members who volunteer their time in helping to plan and manage our public lands. My educational and work experience in land management provides me the understanding and background in what it takes to manage our public lands. I also recognize the importance of citizen input in the planning and management of our public lands and would like to support my community in this way.

With the State Office of Outdoor Recreation coming online this year, there will be an increased emphasis in channeling resources and programming to our public lands. Being part of the effort to do this locally would be a tremendous honor. Furthermore, I am excited to bring new and emerging ideas and perspectives to this Committee.

Matthew Weintraub

Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325
email: commissioners@co.clatsop.or.us

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Approve Resolution Authorizing Carryover Fund accounting for DHS

Category: Consent Agenda

Prepared By: County Counsel

Presented By: County Counsel/Juvenile Director

Issue before the Commission: Approve a Resolution and Order memorializing the authority of the County Manager to sign Carryover Fund Accounting for Developmental Disability Services for submission to the Oregon Department of Human Services (DHS).

Informational Summary: Every biennium the County enters into a new contract with Department of Human Services for funding for developmental disability services, and in turn contracts with Clatsop Behavior Healthcare to provide that service. Because the contract is amended frequently, the Board has authorized the County Manager to sign all amendments to the funding contract. The County requires a carryover fund (funds, if any, that remain at the end of the fiscal year) accounting from CBH every year however, DHS did not require that specific information. DHS has required the completion of a report accounting for carryover funds for the services given by the County's provider. DHS is requiring the report cover the periods of 2013-2017. A copy of the form report is attached, as you can see, there are no funds carried over. It is anticipated DHS will request this report every biennium in the future. DHS further requires a formal Resolution authorizing the Manager to sign the DHS carryover report. The attached R&O provides that authorization.

Fiscal Impact: No direct impact

- Options to Consider:**
1. Approve the R&O Authorizing the County Manager to sign the 2013-2107 and all future DHS carryover fund reports.
 2. Complete and approve each Carryover Fund Report as a Board action item, and all commissioners execute it.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize the County Manager to approve the 2013-2017 DHS Carryover Fund Report and all subsequent Carryover Fund Reports required by Department of Human Services."*

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY

IN THE MATTER OF AUTHORIZING)
THE COUNTY MANAGER AS DESIGNEE) RESOLUTION AND ORDER
TO APPROVE CARRYOVER REPORTS)
FOR DEVELOPMENTAL DISABILITY)
PROGRAM)

WHEREAS, the Oregon Department of Human Services (DHS) requires the Board of County Commissioners of each county to either formally approve or authorize a designee to approve a newly implemented DHS carryover fund report for developmental disability services, and

WHEREAS, the County Manager executes all developmental disability contracts and amendments,

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

The County Manager is authorized to approve developmental disability carryover fund reports for submission to DHS.

Dated this January 10, 2018

BOARD OF COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

Scott Lee, Chair

13-17 Carryover Report Contact & Signatures Page

Contract Number 13-15: 142123

Contract Number 15-19: 148059

Contractor Name: Clatsop Behavioral Healthcare

Contact Name: Amanda Chaloux

Contact Title: Finance Director

Contact Email: amandaa@clatsopbh.org

Contact Phone Number: 503-325-5722

This plan for utilizing carryover funds is submitted as part of the CDDPs biennial plan and budget information as required by ORS 430.662 (f) and 430.664 (2). The CDDP Board, Board of Commissioners, or indicated designee further signifies approval of this plan by their signatures. If a designee is signing please attach the order authorizing the designee for the CDDP Board or Board of Commissioners. The chair of the Developmental Disabilities Advisory Committee signifies by signing this form that the plan with respect to Developmental Disabilities Services has been compiled following provision of advice from the Advisory Committee to the CDDP, and program director on community needs and priorities (All CDDPs are required to have a Developmental Disabilities Advisory Committee per ORS 430.644 (3)).

Chairman, Board of Commissioners

Printed Name

Signature

Date

County Commissioner

Printed Name

Signature

Date

County Commissioner

Printed Name

Signature

Date

CMHP Director/ CDDP Director

Amy Baker

[Signature]

10/31/2017

Printed Name

Signature

Date

Chair, Developmental Disabilities Advisory Committee

Printed Name

Signature

Date

Carryover Report 7/1/2013 through 6/30/2017

SE Number	Service	Total Accrued Carryover as of: 6/30/13	Standard Revenue (DHS Funded) Received: 7/1/13 to 6/30/15	Local Match Revenue (Federal Portion) Received: 7/1/13 to 6/30/15	Other Revenue used to cover unmet funding needs Received: 7/1/13 to 6/30/15	Expense for Providing services during the period: 7/1/13 to 6/30/15	Carryover Balance as of: 6/30/15
DD 02	Local Administration	\$ -	\$ 215,997.02	\$ -	\$ -	\$ 288,640.44	\$ (72,643.42)
DD 48	Case Management	\$ -	\$ 728,661.50	\$ -	\$ -	\$ 728,661.50	\$ -
DD 55	Abuse Investigation	\$ -	\$ 95,015.38	\$ -	\$ -	\$ 95,015.38	\$ -
DD 157	Regional Crisis & Back Up Services	\$ -	\$ 34,279.20	\$ -	\$ -	\$ 34,279.20	\$ -
	Total	\$ -	\$ 1,073,953.10	\$ -	\$ -	\$ 1,146,596.52	\$ (72,643.42)
SE Number	Service	Total Accrued Carryover as of: 6/30/15	Standard Revenue (DHS Funded) Received: 7/1/15 to 6/30/17	Local Match Revenue (Federal Portion) Received: 7/1/15 to 6/30/17	Other Revenue used to cover unmet funding needs Received: 7/1/15 to 6/30/17	Expense for Providing services during the period: 7/1/15 to 6/30/17	Carryover Balance as of: 6/30/17
DD 02	Local Administration	\$ (72,643.42)	\$ 375,419.00	\$ -	\$ -	\$ 319,628.61	\$ (16,853.03)
DD 48	Case Management	\$ -	\$ 749,498.56	\$ -	\$ -	\$ 749,498.56	\$ -
DD 55	Abuse Investigation	\$ -	\$ 97,685.00	\$ -	\$ -	\$ 97,685.00	\$ -
DD 157	Regional Crisis & Back Up Services	\$ -	\$ 34,224.00	\$ -	\$ -	\$ 34,224.00	\$ -
	Total	\$ (72,643.42)	\$ 1,256,826.56	\$ -	\$ -	\$ 1,201,036.17	\$ (16,853.03)
SE Number	Service	Carryover Balance as of: 6/30/17	Planned expenditure of carryover during the period: 7/1/17 to 6/30/19	Requested carryover to be retained beyond: 6/30/19	Unplanned Carryover Funds		
DD 02	Local Administration	\$ (16,853.03)	\$ -	\$ -	\$ (16,853.03)		
DD 48	Case Management	\$ -	\$ -	\$ -	\$ -		
DD 55	Abuse Investigation	\$ -	\$ -	\$ -	\$ -		
DD 157	Regional Crisis & Back Up Services	\$ -	\$ -	\$ -	\$ -		
	Total	\$ (16,853.03)	\$ -	\$ -	\$ (16,853.03)		

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Ordinance 18-01 Regulating Short Term Rentals *(first reading)*

Category: Public Hearing

Prepared By: County Counsel

To Be Presented By: County Counsel, County Manager

Issue Before the Commission: This is the first reading and public hearing of Ordinance 2018-01, which implements regulations for short term (or vacation) rentals in Clatsop County.

Informational Summary: Over 150 homes in Clatsop County outside of city limits are registered with the County Assessor for payment of transient room tax. Hotels, motels, hostels and bed & breakfast establishments have stringent regulations for protection of the safety and health of guests. There are no protections for folks renting vacation rentals. In addition, vacation rentals often are used for large gatherings, which may impact neighbors. The purpose of this ordinance is to address minimum health and safety standards (most of which are required by code anyway), occupancy, notice to neighbors, off-street parking, and garbage collection service. The ordinance would go into effect July 1, 2018 so property owners would have time to prepare.

Fiscal Impact: There is no direct fiscal impact from this ordinance.

Options to Consider:

1. Conduct the first reading of Ordinance 2018-01, open the public hearing, take testimony and continue the hearing to a date certain.
2. Conduct the first reading of Ordinance 2018-01, open the public hearing, take testimony and move to table indefinitely.

Staff Recommendation: Option #1

Recommended Motion: n/a

Attachment List: Ordinance 2018-01

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

ORDINANCE)	AN ORDINANCE REGULATING
NO. 2018-01)	SHORT TERM RENTALS

The Board of Commissioners of Clatsop County ordains as follows:

SECTION 1. SHORT TITLE

This Ordinance shall be known as the "Clatsop County Short Term Rental Ordinance" and may be cited and pleaded as such.

SECTION 2. PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to regulate short term rentals in order to enhance public safety and livability within Clatsop County.
- B. The findings attached as Exhibit "A" are incorporated herein by reference.

SECTION 3. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. 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 5. 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 except §4.109 to §4.115 of the Clatsop County Land and Water Use Ordinance, which will take precedence within the Arch Cape Rural Community Overlay District.

SECTION 6. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County, including within urban growth boundaries, but shall not apply within the boundaries of any incorporated City. This Ordinance does not apply to Hotels, Motels, Bed & Breakfast Facilities, hostels, or other traveler's accommodation with are inspected and licensed pursuant to Oregon Administrative Rule.

SECTION 7. DEFINITIONS

The following definitions apply to this Ordinance:

- A. "Certified Installer" means a person who is certified by DEQ to construct or install or oversee the construction or installation of onsite sewage disposal systems.
- B. "Certified Maintenance Provider" means a person who is certified by DEQ to inspect, maintain, or certify or supervise maintenance on onsite systems using alternative treatment technologies, recirculating gravel filters, sand filters, or pressurized distribution systems.
- C. "Cesspool" means a lined pit that receives raw sewage, allows separation of solids and liquids, retains the solids, and allows liquids to seep into the surrounding soil through perforations in the lining.
- D. "Contact Person" means the owner, or if designated on the application for a permit, the agent of the owner, authorized to act for the owner.
- E. "DEQ" is the Oregon Department of Environmental Quality.
- F. "Dwelling Unit" means one room, or rooms connected together, constituting a separate independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, sleeping and sanitation facilities.
- G. "Enforcement Officer" is the building official and/or person designated by the Clatsop County Manager to enforce the provisions of this Ordinance.
- H. "Holding Tank System" means an alternative system consisting of the combination of a holding tank, service riser, and level indicator (alarm), designed to receive and store sewage for intermittent removal for treatment at another location.
- I. "Onsite Wastewater Treatment System" means any existing or proposed subsurface onsite wastewater treatment and dispersal system including but not limited to a standard subsurface, alternative, experimental, or non-water-carried sewage system.
- J. "Owner" is the owner or owners of a short term rental.
- K. "Permit" means a short term rental permit.

- L. "Person" means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.
- M. "Rental" means an agreement granting the use of a dwelling unit to a person. Use of a dwelling unit by a recorded owner or other person or persons without monetary consideration shall not be considered to be a rental under this Ordinance.
- N. "Rented" means the use of a dwelling unit granted to a person in exchange for monetary consideration.
- O. "Renter" is a person who rents a short term rental.
- P. "Serious fire or life safety risk" means a Building code or ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic as well as other considerations that are essential to life safety.
- Q. "Sewage Disposal Provider" means a person with a valid license issued by DEQ to perform those services.
- K. "Short Term Rental" is a dwelling unit (including any accessory guest house on the same property) that is rented to any person or entity for a period of up to thirty (30) consecutive nights.
- L. "Sleeping Area" is a room or other space within a dwelling unit designed, intended or used for sleeping. Tents and recreational vehicles shall not be considered a sleeping area.

SECTION 8. STANDARDS

All short term rentals shall comply with the following standards:

- A. No more than one dwelling unit may be rented on a single lot or parcel.
- B. All applicable County transient room taxes shall be paid pursuant to County Code of Regulations Chapter 3.16.
- C. The hours of 10:00 p.m. until 7:00 a.m. the next day are required quiet time. Renters who violate this standard may be issued a citation and be subject to a fine pursuant to Clatsop County Code §8.12.
- D. The owner or contact person shall notify every renter, in writing, of the quiet times and that a renter may be fined for violations under this Ordinance.
- E. The owner or contact person shall attempt to contact a renter by phone or in person within twenty (20) minutes of receiving any complaint concerning the

conduct of a renter.

- F. The current short-term rental permit shall be permanently and prominently displayed inside and near the front entrance of the short term rental and provided to adjacent property owners within 100 feet of the property, and shall list the following:
 - 1. The name, address and phone number of the owner and designated agent;
 - 2. The maximum occupancy and vehicle limits for the short-term rental unit;
 - 3. Identification of the number and location of parking spaces available;
 - 4. A map showing the property boundaries;
 - 5. For properties within a tsunami inundation zone, the tsunami evacuation route.
- G. The owner shall provide covered garbage containers that can be secured. All garbage must be placed and be kept in secured containers provided for that purpose. Containers shall not block access to the property or dwelling unit. Garbage shall be removed a minimum of one (1) time per week unless the short term rental is not rented. Owners shall provide guests with information about recycling opportunities.
- H. At least one (1) functioning fire extinguisher shall be accessibly located on each floor within the dwelling unit.
- I. All plug-ins and light switches shall have face plates.
- J. The electrical panel shall have all circuits labeled.
- K. Ground Fault Circuit Interrupter (GFCI) protected receptacles shall be provided at outdoor locations and at kitchen and bathroom sinks.
- L. A smoke detector must be provided and maintained in each sleeping area, outside each sleeping area in its immediate vicinity and in each additional story and basement without a sleeping area.
- M. All fireplaces, fireplace inserts and other fuel burning heat sources shall be properly installed and vented.
- N. All interior and exterior stairways with four (4) or more steps and that are attached to the structure, must be equipped with a hand railing.
- O. All interior and exterior guardrails, such as deck railings, must be able to withstand a two hundred (200#) pound impact force.
- P. Emergency Escape and Rescue Openings:

1. Sleeping areas in premises rented a short term rental shall have at least one (1) operable emergency escape and rescue opening. Sill height shall not be more than forty-four (44") inches above the floor. Openings shall open directly into a public way or to a yard or court that opens to a public way.
 2. Minimum net clear opening at grade floor openings shall be five (5) square feet and five point seven (5.7) square feet at upper floors. Minimum net clear height is twenty-four (24") inches and net clear width is twenty (20") inches. If the emergency escape or rescue opening does not meet these standards, then an alternative may be accepted by the Clatsop County Building Official that meets the standards of the Oregon Residential Specialty Code.
 3. A sleeping area in a short term rental that lacks the required emergency escape opening, shall not be used as a sleeping area. Where equipped with a door, it shall remain locked at all times when the dwelling is being used as a short term rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the short term rental. The owner or contact person shall notify every renter, in writing, that the non-compliant sleeping area may not be used for sleeping.
- Q. Exterior hot tubs shall have adequate structural support and shall have a locking cover or other barrier to adequately protect against potential drowning when a hot tub is not available for permissive use.
- R. The maximum occupancy for a short term rental unit shall be calculated on the basis of an average of three (3) persons per sleeping area plus an additional two (2) persons. For the purpose of maximum occupancy, those under two (2) years of age shall not be counted. Tents and recreational vehicles shall not be used to increase the number of people approved to occupy a short term rental.
- S. There shall be at least one (1) off-street parking space available for each approved sleeping area in a short term rental, plus one (1) additional parking space. If otherwise permitted, trailers for boats and all-terrain vehicles will be allowed in available off-street parking spaces. Parking shall not, under any circumstances, hinder the path of any emergency vehicle. Renters may

- be cited and fined under existing State law in the event they park illegally.
- T. The owner or contact person shall notify every renter in writing of the required off-street parking and other parking spaces available to serve the short term rental.
 - U. A house number, visible from the street, shall be maintained.
 - V. If the property is not connected to a public sewer the on-site wastewater treatment system must be able to handle the capacity of the number of bedrooms of the home and the total number of occupants. The Owner must either provide an Existing System Evaluation Report for Onsite Wastewater Systems completed a DEQ qualified evaluator, or provide current DEQ records showing appropriate capacity. Cesspools are prohibited for use with short term rentals. A holding tank may be used if the owner has a signed pumping contract with a DEQ licensed sewage disposal service, and an alarm system that meets DEQ requirements.

SECTION 9. PERMITS REQUIRED

- A. An owner shall obtain and maintain a current permit whenever a dwelling unit is used as a short term rental.
- B. Within ninety (90) days after the effective date of this Ordinance, the owner of each existing short term rental shall apply for and pay the appropriate fee for a permit. Within thirty (30) days of receipt of a completed application, the annual permit fee and where applicable, an Existing System Evaluation Report for Onsite Wastewater Systems or current DEQ records showing capacity, a permit shall be issued to the owner which shall be good for five (5) years from the date issued, or such longer period as provided in subsection (G).
- C. Any new short term rental owner shall obtain a permit prior to using for that purpose.
- D. An application for a short term rental permit shall be completed and submitted to Clatsop County by the owner of the short term rental on forms provided by Clatsop County and shall include, or be followed by, the following information:
 - 1. A list of all property owners of the short term rental including names, address and telephone numbers. Property ownership for the purposes of this Ordinance shall consist of those persons listed on the Clatsop County tax records.

2. A certification by the Clatsop County Building Official which includes the following:
 - a. That, based on an inspection, the short term rental complies with Standards found in section (8) of this Ordinance.
 - b. The maximum occupancy for the short term rental.
 - c. A sketch or narrative describing the location of the available parking spaces.
 3. A certification by the Clatsop County Planning Department that the proposed use is permitted in the zone where the building is located.
 4. The name, address and telephone numbers of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short term rental.
 5. Proof of liability insurance coverage on the short term rental.
 6. A statement that the owner of the short term rental has met and will continue to comply with the standards and other requirements of this Ordinance.
- E. When a call for inspection is received by the County Building Codes Division, the inspection will be scheduled for the next regular inspection day. A permit shall not be issued until a short term rental passes inspection.
- F. The County will have Inspection Checklists available so that owners can determine what improvements, if any, will be needed before an inspection is scheduled. An owner should ensure that all items on the checklist have been completed prior to calling for an inspection. All re-inspections due to incomplete items will be subject to a re-inspection fee.
- G. All short term rental permits shall be renewed every five (5) years on on their application anniversary date and are subject to a permit fee on renewal.
1. 2. A permitted short term rental shall be re-inspected every five years of operation. An interim inspection will be required in the following cases:
 1. There has been a fire, flood or other event that caused substantial damage to the structure;
 2. The permit was revoked; or

3. There has been an addition or substantial modification to the structure.

- H. The short term rental permit is transferable to a new owner, so long as the new owner submits a short term rental permit application and agrees in writing to comply with the requirements of this Ordinance.

SECTION 10. FEES ESTABLISHED

The Board of Commissioners of Clatsop County may, by Board Order, establish fees for applications for permits, licenses, appeals, and services provided for in in this Ordinance.

SECTION 11. COMPLAINTS

All complaints shall proceed as follows:

- A. The complaining party shall first attempt to communicate with the contact person designated on the permit and describe the problem.
- B. The contact person shall promptly respond to the complaint and make reasonable efforts to remedy any situation that is out of compliance with this Ordinance.
- C. If the response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a written complaint including the time, date and nature of the alleged violation.
- D. The County may investigate and determinate whether a violation of this Ordinance has occurred. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.
- E. If a violation is found to have occurred, the County may take enforcement action or issue a citation for the violation, pursuant to Section 12 of this Ordinance.

SECTION 12. COMPLIANCE, REVOCATION AND APPEALS

- A. Compliance
 1. Owners of Short-Term rental units shall comply with this Ordinance and obey all applicable ordinances and regulations of the County, and shall be subject to the enforcement and penalty proceedings contained in this Ordinance.
 2. If a violation of this Ordinance is found by the County Enforcement Officer to have occurred, the County may issue a citation pursuant to

Clatsop County Code Chapter 1.11, or initiate enforcement action pursuant to Clatsop County Code Chapter 1.12.

3. In addition to any other remedy allowed under Chapter 1.11 and 1.12 of the Clatsop County Code, the County enforcement official may (i) attach conditions to the existing short-term rental permit; (ii) require another inspection; (iii) suspend the short-term rental permit until conditions are met; or (iv) revoke the short-term rental permit.

B. Revocation of Permit

1. If there have been three (3) or more separate violations (i.e. occurring on three separate dates) of this Ordinance related to the same short term rental within one year, the property owner's short term rental permit shall be revoked.
2. Emergency Revocation:
 - a. In the sole discretion of the County Building Official, when a Building Code or Ordinance violation exists at a short term rental that presents an immediate serious fire or life safety risk, the County Building Official may immediately revoke the short term rental permit as an fire or life safety risk, the County Building Official may immediately revoke the short term rental permit as an emergency revocation. The building official shall provide written documentation (in layman's terms) of the violation, and notification of a property owner's right to appeal, prior to leaving the inspection site.
 - b. Upon an emergency revocation, the short term rental shall not be rented or used as a short term rental unless the revocation is lifted and the permit reinstated or a new short term rental permit is obtained.
 - c. At any time following the emergency revocation of a short term rental permit pursuant to this subsection, the County Building Official may reinstate the permit upon a re-inspection by the County Building Official verifying that the subject Building Code or Ordinance violation has been corrected.
 - d. Notice of any conditions, suspension, or revocation established by the Enforcement Official shall be delivered by personal service or

certified mail to the address of the property owner on the permit. The notice shall contain a provision on the appeal rights and date by which an appeal must be filed.

- e. Should a short term rental permit be revoked, the owner may not obtain any short-term rental permit sooner than one year after the date of revocation.

C. Appeal

1. If an application for a permit or the renewal of a permit is denied, or an owner disagrees with a decision of the County Enforcement Officer, the owner may appeal the decision to a hearings officer by filing a request with the County Enforcement Officer within 20 days of the date of the notice of conditions, suspension or revocation. The appearance by the property owner, hearing procedure, and decision of the hearings office shall follow the process of Clatsop County Code Section §1.12.140-1.12.160. If an application for a permit or renewal of a permit is denied, or a permit is revoked, the owner may appeal to the Board of County Commissioners by written notice delivered within thirty days of denial or revocation by the hearings officer.
2. Except in cases of an emergency revocation by the building official, a short term rental may continue to operate unless and until a permit is otherwise revoked in a final decision.

D. Costs

1. Any property owner found in violation of the provisions of this Ordinance shall be required to reimburse the County for its costs of enforcement including reimbursement of staff time, investigation costs, mailings, service fees, mileage and other costs related to the investigation and prosecution of the violation in question.

E. Additional remedies

1. The provisions of this section are in addition to and not in lieu of any other enforcement and penalty remedies contained in this Ordinance or other County Ordinance or State law.

SECTION 13. EFFECTIVE DATE

This Ordinance shall take effect on July 1, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
 , Chair

By _____
 Theresa Dursse, Recording Secretary

First Reading: _____
Second Reading: _____
Effective Date: July 1, 2018

EXHIBIT A to ORDINANCE 2018-01

"EXHIBIT"A"

(a) Findings

- (A) Over the last two (2) decades there has been a tremendous growth in the use of second homes as vacation rentals to the extent that these are universally referred to as "the vacation rental industry".
- (B) The vacation rental industry is now a sizeable piece of the second home market and a significant number of second homes are being used as vacation rentals. According to the "2017 National Association of Realtors (NAR) Profiles of Second Home Owners", vacation or investment properties account for 30% of residences purchased. Of those 65% who purchased for investment purposes in 2016 intended to use the residence as a short term rental. For vacation home buyers in 2016, 44% intended to use the home as a short term rental.
- (C) In Clatsop County outside city limits, as of May of 2016, approximately 1,681 of the 7000 improvements are owned by property tax payers who reside outside of Clatsop County. Approximately 152 of the 1,681 improvements owned by the absentee owners in Clatsop County outside city limits pay transient room taxes as vacation rentals.
- (D) In all of Clatsop County (including cities) as of May of 2016, approximately 7,522 of the 19,767 improvements are owned by property tax payers who reside outside of Clatsop County. It is estimated that about 804 of the 7,522 improvements owned by the absentee owners in Clatsop County (including in cities) are registered with the appropriate jurisdiction as vacation rentals.
- (E) Short term rentals are allowed in Clatsop County in recognition of the fact that property owners may desire to allow others to use their home as a short term rental on occasions when the owners themselves are not using it and the accommodation option that best fulfills the desires of many guests visiting Clatsop County is a rental of a private home during their stay.
- (F) It is anticipated that the number of short term rentals in Clatsop County will continue to increase.
- (G) It is recognized that short term rentals play an important role in Clatsop County's economy and make significant financial contributions to the communities in which they are located.
- (H) It is also recognized that the vast majority of short term rental units complied with building codes at the time they were constructed and are

operated responsibly by the owners.

- (I) All owners of property in Clatsop County have a common interest in maintaining and promoting livable and viable neighborhoods for residents and visitors alike.
- (J) The ever increasing number of short term rentals may have a cumulative negative effect on neighborhoods by creating nuisances, including but not limited to, excessive loud noise, excessive numbers of parked vehicles interfering with access along public roadways and blocking private drives, and litter migrating onto adjacent properties from untended solid waste receptacles.
- (K) Public safety requires that occupancy levels and associated parking for short term rentals be regulated to ensure adequate and safe passage on public roads for emergency vehicles.
- (J) Unlike hotels, motels and bed & breakfasts, that are regulated, short term rentals that are not presently regulated can result in the following circumstances or characteristics:
 - (1) Vacation rentals, by their nature, are commonly used for large extended family gatherings, wedding parties, reunions or other group celebrations.
 - (2) Because occupancy levels are not regulated, there is a tendency for short term rental guests to maximize the number of occupants in the unit either to facilitate such events or as a way to minimize the lodging costs for each guest.
 - (3) Since many short term rental owners are absentee, it is difficult for them to control occupancy levels.
- (K) On-site managers are typically not present at short term rentals to deal with occupancy issues, noise, parking complaints, solid waste concerns or other types of problems that can occur with transient lodging populations.
- (L) Over the last several months, the County has documented complaints about short term rentals that include the following: 1) inadequate septic system, 2) lack of emergency egress from sleeping rooms, 3) exposed electrical wiring adjacent to hot tub, and balconies without railings.
- (M) Short term rentals are not currently subject to the similar kinds of special fire and life safety regulations that are imposed upon other types of lodging industry facilities such as hotels, motels and bed & breakfasts.
- (N) Unlike owner occupied homes, where homeowners may choose to knowingly accept risks associated with the conditions of their homes,

guests of short term rentals, who pay a fee for their stay, have a reasonable expectation to the same fire and life safety safeguards that are present in the remainder of the lodging industry.

- (O) The reasonable expectations to a basic level of fire and life safety protections by short term rental guests would, at a minimum, include smoke alarms, a fire extinguisher, safe electrical and heating systems, appropriate emergency egress routes in case of fire, structurally appropriate railings on stairways and decks and hot tubs with adequate structural support and safeguards to minimize the risk of accidental drowning.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Contract for Netel Grange Bridge Project

Category: Business Agenda

Prepared By: Ted McLean, Assistant Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Award of Contract to Jeff Carter Construction Inc. in the amount of \$221,580.00 for the Netel Grange Bridge Project

Informational Summary: Clatsop County Public Works Department is looking to address the deterioration of the Netel Bridge Substructure Bents 3 and 7. To remedy this deterioration the Contractor will install steel sleeves over the wood piles and replace the wood cap with steel as per our design attached to this document. A new fender system will be built and installed as per design.

The Public Works Department has completed a competitive bidding process with statewide advertisement and received 6 bids as follows:

Stellar J Corporation	\$389,400.00
Chris Dials Contracting	\$309,836.00
Wildish Standard Paving	\$647,600.00
Bergerson Construction Inc.	\$224,570.00
Jeff Carter Construction Inc.	\$221,580.00
Granite Construction Co.	\$824,827.00

The contract is with the lowest bidder, Jeff Carter Construction Inc. and the project will be completed by April 30, 2018

Fiscal Impact: The project will be paid from the Road Maintenance and Construction budget.

Options to Consider:

1. Award the contract for the Netel Grange Bridge Project to Jeff Carter Construction Inc. and authorize the county Manager to sign the contract and any amendments.
2. Reject the bids and complete another solicitation.
3. Postpone the project to another year

Staff Recommendation: Option #1

Recommended Motion: *"I move to award the contract for the Netel Grange Bridge Project to Jeff Carter Construction Inc. and authorize the County Manager to sign the contract and any amendments."*

Attachment List:

- A. Construction Contract

CLATSOP COUNTY, OREGON
1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Contract for Construction

This Contract is by and between **Clatsop County (County)** and Jeff Carter Construction Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$221,580.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and April 30, 2018, inclusive, the following specific construction services:

- A. All materials, Labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project "Proposal and Special Provisions for Netel Grange Bridge Project 2017" and Project Drawings and Attachment A – Bid Schedule.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

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

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

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

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a

county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug-testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. Promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515(1).
- h. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction

Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

- k. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.
- l. Pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- q. Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's shall include these clauses in their subcontracts with

each lower-tier subcontractor or supplier. ORS 279C.580.

- r. Comply with ORS 279C.605 regarding Notice of Claim.
- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop county.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contractor's Initials) AC

(Comments)

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

FOR COUNTY:

FOR CONTRACTOR:

Signature Date

[Signature] 12-11-2017
Signature Date

Title

PRESIDENT
Title

Contractor Address: 5510 Wigeon Street SE, Salem, Oregon 97306

Attachment A

Bid Schedule Netel Grange Bridge Project

Item #	Description	Quantity	Unit Price	Total Price
1	Mobilization	Lump Sum	22,000 ⁰⁰	22,000 ⁰⁰
2	Temporary bridge support system installation, application, and removal	Lump Sum	58,000 ⁰⁰	58,000 ⁰⁰
3	Bridge support system engineering	Lump Sum	15,000 ⁰⁰	15,000 ⁰⁰
4	Existing bridge material removal and disposal	Lump Sum	7,000 ⁰⁰	7,000 ⁰⁰
5	Prepare existing steel pile for steel cap	2 EA	600 ⁰⁰	1,200 ⁰⁰
6	Steel pile sleeves installed	10 EA	4,000 ⁰⁰	40,000 ⁰⁰
7	H beam pile caps installed including gasket	60 LF	166 ⁰⁰	9,960 ⁰⁰
8	Upper and lower pile stiffeners/fender supports installed	20 EA	600 ⁰⁰	12,000 ⁰⁰
9	Cathodic protection zinc anodes installed	12 EA	160 ⁰⁰	1,920 ⁰⁰
10	Fabricate and install new fender system	10 EA	3,500 ⁰⁰	35,000 ⁰⁰
11	Pollution Control	Lump Sum	3,500 ⁰⁰	3,500 ⁰⁰
12	Traffic Control	Lump Sum	16,000 ⁰⁰	16,000 ⁰⁰

Bidder Name Jeff Carter Construction, Inc.

Total \$ 221,580⁰⁰



JEFFC-1

OP ID: B1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2017

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

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

PRODUCER
Phoenix Surety & Insurance
1499 SE Tech Center Place #280
Vancouver, WA 98686
Bob Lagler

360-892-5840

CONTACT NAME: Robert Lagler

PHONE (A/C, No, Ext): 360-892-5840

FAX (A/C, No):

E-MAIL ADDRESS: bobphxagency@msn.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Admiral Insurance Company

INSURER B: SAIF Corporation

36196

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Jeff Carter Construction, Inc.
5510 Wigeon St. SE
Salem, OR 97306

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000. DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CA00002421702	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	OREGON SAIF- 876732 AR	10/04/2017	10/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Netel Grange Bridge Project 2017
Clatsop County, its commissioners, employees and agents included as
Additional Insured

CERTIFICATE HOLDER

CLATSOP

Clatsop County
1100 Olney Road
Astoria, OR 97103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

January 10, 2018

Issue/Agenda Title: Appointments to the Arts Council of Clatsop County

Category: Business Agenda

Prepared By: Theresa Dursse, Executive Assistant - Clerk of the Board

Presented By: Don Frank, Arts Council Chair

Issue before the Commission: Appointment to the Arts Council of Clatsop County

Informational Summary: The Arts Council of Clatsop County was formed in January of 2014. According to the Arts Council by-laws the Council shall consist of not fewer than seven and no more than nine members who are appointed and serve at the pleasure of the Clatsop County Board of Commissioners. Each member shall serve for a term of three years.

With the term expirations of Robin Risley, Carol Newman and Harold Gable the Council advertised for three vacant seats. Drea Frost has moved out of the area which opened up another vacancy. Harold Gable has expressed interest in serving another term and has resubmitted his original application for consideration. This resulted in seven applications from members of the community interested in appointment: David Martin, Cyndi Mudge, Blue Bond, Katherine Lacaze, Chelsea Gittle, Tracy Abel and Sarah Dailey. The Council would like to recommend the reappointment of Harold Gable and appoint Tracy Abel, Sarah Dailey and Katherine Lacaze to the Arts Council of Clatsop County.

Fiscal Impact: No fiscal impact anticipated.

Options to Consider:

1. Appoint Harold Gable, Tracy Abel, Sarah Dailey and Katherine Lacaze to the Council.
2. Solicit additional applications
3. Take no action

Staff Recommendation: Option #1

Recommended Motion: *"I move to appoint Tracy Abel, Sarah Dailey and Katherine Lacaze to the Arts Council of Clatsop County."*

Attachment List:

- A. Applications

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: January 31, 2014

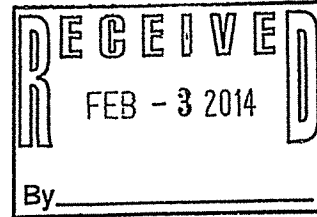
Dr. Harold Gable

Name

P.O.Box 2379

Mailing Address

Gearhart, OR 97138



Street Address: 714 'H' St Email: HaroldTGableDMD@

Home Telephone: 503-738-7992 Other Telephone: centurylink.net

Current Occupation: Retired (☐ work ☒ cell phone)
503-505-0696

Years Resident of County: 27

Do you live within the city limits: ☒ Yes ☐ No

In which Commission District do you reside: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

Prior Criminal Convictions (omit minor traffic violations): ☐ Yes ☒ No

If Yes, Explain: _____
(Attach additional pages if needed)

Committee, Board of Commission Applied for:

1. Arts Council of Clatsop Co.
2. _____
3. _____

Background (Relevant education, training, experience, etc.):

Practicing dentist for 44 years with a strong emphasis on cosmetics and esthetics

Last 6 years as President of Gentle Dental for Oregon and Washington

In that position I oversaw numerous committee meetings and team interactions to open

27 new offices in 12 months in these two States

Background in sculpture and ceramics

1/6 ✓

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

I have been a life long collector of both two dimensional and 3 dimensional pieces from a diverse group of artists.

I now have the time to serve since I am newly retired.

Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 12/12/17

Sarah Dailey

Name

541 S. Edgewood Street

Mailing Address

Seaside, OR 97138

City

Street Address: same

Email: director@seasidedowntown.

Home Telephone:

Other Telephone: 503-717-1914

☐ work ☒ cell phone)

Current Occupation: Executive Director, Seaside Downtown Development Association

Years Resident of County: 2

Do you live within the city limits: ☒ Yes ☐ No

In which Commission District do you reside: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

Committee, Board of Commission Applied for:

1. Arts Council of Clatsop County

2.

3.

Background (Relevant education, training, experience, etc.):

I am a supporter of the arts, personally and professionally. In my current professional occupation with SDDA we strive to incorporate and include the arts (all types) into our plans. Whether it be for aesthetics, city improvements, tourism or cultural enhancement, we are finding more ways to incorporate art into the lives of our residents & visitors alike. In my personal life, I have been dancing for the past seven years, which has been a blessing! I am an intermediate/advanced level middle eastern dancer (specifically classic egyptian belly dance, or Raks Sharki). I currently choose to retain this skill as a hobby, but have hosted several belly dance benefits since last spring, donating all proceeds to local non-profits (I was even featured in the Daily Astorian). I am a passionate performer, and am known for being able to share this with my audiences.

Please complete other side →

Describe your interest in serving on this Board, Committee or Commission:
I hope I can use my diverse professional and personal background to serve the people of Clatsop County, to better support the arts here, and in turn continue incorporating it within our community and enhancing what is offered. I have both business and creative skills, & strong network connections that I can bring to the table. I believe we have we have an incredible audience here in Clatsop County! I'd be honored to help represent our community in this capacity.

Sarah Dailey

Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325
email: commissioners@co.clatsop.or.us


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Submission #384

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Submission information

Form: Committee Application - Online
 Submitted by Visitor (not verified)
 Tuesday, November 14, 2017 - 4:13pm
 162.249.109.163

Date
 11/14/2017

Name
 Katherine E. Lacaze

Mailing Address
 2125 S. Edgewood St. Apt. 6

City
 Seaside

Street Address
 2125 S Edgewood St Apt 6

Email
 katherine.lacaze@yahoo.com

Telephone
 503/7415668

Current Occupation
 Employee with the city of Seaside and freelance writer

Years Resident of County
 4

In which Commissioner District do you reside?
 5

Committee, Board or Commission applied for:
 Arts Council of Clatsop County

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

My main experience has surrounded the performing arts, but I have a deep affinity for art in any form. I've been acting since I was in grade school. I attended theater camp every summer throughout highschool, took two courses of acting in college and put on several community plays in my hometown of Kingman, AZ. I also took several years of dance, gymnastics and choir. Since moving to the North Coast, I've become a regular at the Coaster Theatre Playhouse in Cannon Beach, as an actress and in other capacities. In 2016, I produced a three-person show with two colleagues in Cannon Beach. In 2017, I partnered with the Sunset Empire Park & Recreation District to put on a children's theater production of "Alice in Wonderland (and Back Again)" in Seaside with 25 children from across the county. I'm in the process of creating an official nonprofit children's theater company in Seaside and putting together plans to produce "Peter Pan and Wendy" in the summer of 2018. I've never had formal training in visual arts, but as an amateur, I've drawn, painted and graphic designed for many years. I have not served on a committee or board in the past, but I'm familiar with how they proceed and the responsibilities of board/commission/committee members. I've covered countless such meetings as a reporter for five years, and I currently take notes for the Seaside Civic and Convention Center Commission as an employee of the facility.

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

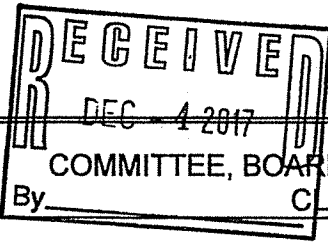
I live and breathe acting and writing. They are integral parts of my identity, and seeing the arts continue to flourish and evolve in Clatsop County is a consuming desire of mine. When you have a passion for something, you will work tirelessly to see it succeed, and that is what I would bring to the table as a council member: unabashed enthusiasm and an impeccable work ethic. I am interested in hearing from other people in the county - both those who comprise the art community and those who benefit from it - to get ideas about what we collectively can do to make it thrive. After all, the arts are the outward expression of a community and its culture. What I lack in experience, I make up for in my ability to research and learn from those more knowledgeable than myself.

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800 Exchange Street, Suite 410 Astoria, OR 97103



Date: November 28, 2017

Tracy Abel

Name

PO Box 1237

Mailing Address

Cannon Beach

City

Street Address: 1600 Poplar Ln Email: cannonbeachgirl@gmail.com

Home Telephone: 503-436-0798 Other Telephone: 206-914-1255
☐ work ☒ cell phone)

Current Occupation: Meeting Planner

Years Resident of County: 12

Do you live within the city limits: ☒ Yes ☐ No

In which Commission District do you reside: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5

Committee, Board of Commission Applied for:

1. Arts Council of Clatsop County
2. _____
3. _____

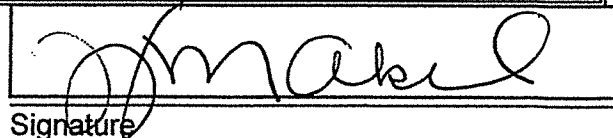
Background (Relevant education, training, experience, etc.):

I am currently the Treasurer of Tolovana Arts Colony and have served on the board for four years. For six years I have organized their literary event "Get Lit at the Beach"-A Gathering for Readers. Additionally, I currently serve on Cannon Beach's Public Art Committee, Sculpture Without Walls, past board member of Cannon Beach Chamber of Commerce for 6 years serving as President for two years, past board member of Cannon Beach History Center for six years, and currently serving my last year as Vice-Chair for Friends of Haystack Rock.

Please complete other side →

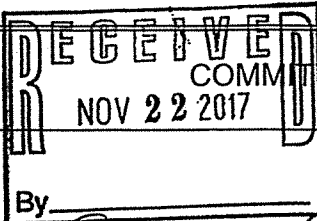
Describe your interest in serving on this Board, Committee or Commission:

As a full-time resident of Cannon Beach I would appreciate the opportunity to work with other coastal communities to help continue the Arts Council's mission to help support, promote and advocate for the arts in Clatsop County. I believe that many kinds of art including visual, literary, performance, and other forms play a vital role in the social and economic developments in our communities and would like to continue to support of the arts through the Arts Council of Clatsop County.

A handwritten signature in cursive script, appearing to read "Mabel", is written inside a rectangular box. The signature is fluid and stylized.

Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325
email: commissioners@co.clatsop.or.us



COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 11-22-2017

By

CHELSEA GITTLE

Name

1320 MADISON AVE.

Mailing Address

ASTORIA, OR 97103

City

Street Address: SAME Email: cgittle@gmail.com

Home Telephone: 509-602-0997 Other Telephone:
☐ work ☐ cell phone)

Current Occupation: ART INSTRUCTOR

Years Resident of County: < 1

Do you live within the city limits: ☒ Yes ☐ No

In which Commission District do you reside: ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Committee, Board of Commission Applied for:

1. ARTS COUNCIL
2.
3.

Background (Relevant education, training, experience, etc.):

- Elected Board member for Sustainability Advisory Board in Nederland, CO
- Owner/Art instructor at Proof IN Painting - instructional art entertainment
- muralist, graphic design, photographer
- maker of baby toys, greeting cards, crochet accessories on Etsy
- Studied graphic design in high school
- participant of Astoria Rocks

Please complete other side →

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

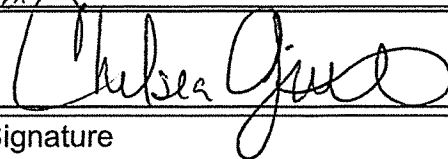
A lifelong and self-taught, avid artist, I am enthusiastic about bringing art into people's lives, teaching & encouraging those who may otherwise not give themselves permission.

The majority of my time is spent hosting "paint parties" at various local establishments from Astoria to Cannon Beach, where I demonstrate ~~people~~ and provide the tools to allow those who may have never even tried, a chance to paint a picture. Not only getting people off their screens, but watching them glow with confidence at the end, is what inspires me to make art more accessible to people, but especially adults.

Most recently I connected with Free by the Sea where I provided Art Therapy to adults in rehab. Many of them said they never painted before and they loved it and wanted to do it more.

Art, I believe, can change lives, build confidence, and bring communities together. I want to be part of this.

Referred by: Rick Crawford


Signature

Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325
email: commissioners@co.clatsop.or.us


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Submission #382

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Submission information

Form: Committee Application - Online
 Submitted by Visitor (not verified)
 Friday, November 10, 2017 - 8:31am
 162.249.109.163

Date

Name

David Martin

Mailing Address

1400 West marine Drive Apt. #24

City

Astoria

Street Address

1400 West marine Drive Apt. #24

Email

dm.quackerbacker@gmail.com

Telephone

574 386-2189

Current Occupation

Ohana Media Group - (on air talent)

Years Resident of County

3

In which Commissioner District do you reside?

3

Committee, Board or Commission applied for:

Arts

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

Speech Arts, lifelong singer/songwriter, AAS in Radio Broadcasting and Public Relations, Author, and a keen desire to reach children of all ages to embrace and ignite their imaginations and create, be it painting, sculpting, writing, music, dance or whatever. We need to take a look at our schools and provide a greater and easier opportunity for this to happen by creating a Reader of the Month program, greater music exploration opportunities and such.

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

I wish to walk through every school in Clatsop County and speak with the Principals and Arts instructors to see what we lack, and build from there.

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Submission #386

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Submission information

Form: Committee Application - Online
 Submitted by Visitor (not verified)
 Sunday, December 10, 2017 - 7:22pm
 172.28.0.1

Date
 12/10/2017

Name
 Cyndi Mudge

Mailing Address
 P.O. Box 1245

City
 Astoria

Street Address
 434 S. Denver Street

Email
 mudge60@gmail.com

Telephone
 503-440-7168

Current Occupation
 Non-profit director

Years Resident of County
 14

In which Commissioner District do you reside?
 3

Committee, Board or Commission applied for:
 Arts Council of Clatsop County

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

For the past ten years I have worked closely with hundreds of artists, crafts people and musicians as director of Astoria Sunday Market. We are a makers-market and provide a source of revenue for approximately 200 individuals each year, most of whom are involved in the arts: Fine art, ceramics, jewelry, fiber arts and more. We also pay about a dozen musicians to fill 22 performance dates each year. As director, I evaluate and jury applications and work closely to support their efforts – even beyond their work at the Market. Prior to Astoria Sunday Market my career has primarily been involved with cultural and arts organizations. During the 1980's I worked for professional theatre companies in Seattle, Washington, including ten years with Seattle Children's Theatre and as the first director of Theatre Puget Sound, an association for theatre professionals. By the mid 90's my freelance endeavors grew and expanded to a full-time marketing and event company. Many of my clients continued to include arts organizations that included Seattle International Children's Festival, Seattle Children's Museum Film Festival, ArtsSpring Festival for Very Special Arts Washington, and Pike Place Market Street Festival. Since then I've been a producer of online interviews with celebrities and business leaders in Cupertino, California, worked as the Communications Director for Salem Public Library Foundation, then came to Astoria in 2003 to become director of the Lewis and Clark Bicentennial Association. In 2008 I became director of Astoria Sunday Market.

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

My passion is about helping artists do their work while also growing as business people. The Arts are an important ingredient for healthy communities that not only attract people as tourists but also to retire or raise their families here. Supporting the arts is essential to the economic, social and emotional health of our county. Serving on the Arts Council of Clatsop County allows me to support the arts while serving my community.

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Submission #383

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Submission information

Form: Committee Application - Online
Submitted by Visitor (not verified)
Monday, November 13, 2017 - 9:45am
162.249.109.163

Date

11/13/2017

Name

Blue Bond

Mailing Address

417 S Holladay Dr

City

Seaside

Street Address

Same

Email

bigbluebond@gmail.com

Telephone

5037390660

Current Occupation

Gallery owner, art teacher

Years Resident of County

0

In which Commissioner District do you reside?

2

Committee, Board or Commission applied for:

Arts Council of Clatsop County

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

Spent over 45 years in the art field, commercial sign business in Vancouver, Washington, art teacher for over 5 years, artist all my life.

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

Would like to see more relevance paid to the art field, both for young people, just realizing their talents, as well as the general population for enjoyment and culture.

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800 Exchange Street, Suite 410 Astoria, OR 97103

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

Aug. 13, 2014

Issue/Agenda Title: Resolution in support of National Parks System

Category: Business Agenda

Prepared By: Staff

Presented By: Scott Lee, Chair

Issue before the Commission: Adopt resolution and order in support of National Parks System.

Informational Summary: The R&O urges the U.S. Congress to establish a reliable stream of resources for the National Park System, which hosts more than 300 million visitors each year but is experiencing a deferred maintenance backlog estimated at more than \$12 billion.

Fiscal Impact: n/a

Options to Consider:

1. Approve the resolution and order
2. Approve the resolution and order with changes
3. Do not approve the resolution and order

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the resolution and order in support of the National Parks System and authorize the Chair to sign."*

Attachment List:

- A. Resolution and order

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

SUPPORT FOR
NATIONAL PARK SYSTEM

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)

RESOLUTION AND ORDER

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service celebrated its centennial and currently manages more than 400 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2015, the National Park System had more than 307 million visits; and

WHEREAS, in 2015, National Park Service estimates indicate that park visitors spent more than \$16.9 billion at the sites and in the states and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly \$12 billion, which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for

the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Clatsop County strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

APPROVED AND ADOPTED this 10th day of January, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson