



# CLATSOP COUNTY BOARD OF COMMISSIONERS

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

Scott Lee, Dist. 1 – Chairman  
Sarah Nebeker, Dist. 2 – Vice-Chairperson  
Lisa Clement, Dist. 3  
Kathleen Sullivan, Dist. 4  
Lianne Thompson, Dist. 5  
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**\*Amended\***

## Work Session/Regular Meeting

**September 27, 2017**

**Judge Guy Boyington Building, 857 Commercial, Astoria**

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### Work Session: 5:00pm

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

#### Topic:

- a. Clatsop County Jail

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### Regular Meeting: 6:00pm

*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. AGENDA APPROVAL**

#### **4. PRESENTATION**

- a. Preschool Feasibility Study

#### **5. 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.*

#### **6. CONSENT CALENDAR**

- a. Approve the 2017-18 budget & appropriation adjustments ..... {Page 1}
- b. Approve IGA Amendment with OHA Medicaid Administration Claiming ..... {Page 5}
- c. Approve 2017-19 Specialty Court Grant Mental Health Court & R&O ..... {Page 19}
- d. Approve 2017-19 Specialty Court Grant Adult Drug Court ..... {Page 41}
- e. Approve IGA with Sunset Empire Transportation District for the provision of  
Emergency Transportation Services ..... {Page 63}

#### **7. PUBLIC HEARINGS**

- a. Transfer of property to the City of Seaside ..... {Page 71}

b. Ordinance 17-03 Regulating Short Term Rentals (1<sup>st</sup> reading)..... {Page 83}

**8. BUSINESS AGENDA**

- a. Clatsop County 4-H & Extension Special Service District IGA Agreement with OSU {Page 99}
- b. Professional Services Agreement with Community Action Team, Inc. .... {Page 107}
- c. Professional Services Agreement with Tillamook Family Counseling Center ..... {Page 113}

**9. COMMISSIONERS' REPORTS**

**10. COUNTY MANAGER'S REPORT**

**11. ADJOURNMENT**

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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](http://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**

**September 27, 2017**

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**Issue/Agenda Title:** 2017-18 budget and appropriation adjustments as required by ORS 294.463.

**Category:** Consent Calendar

**Prepared By:** Monica Steele, Budget & Finance Director

**Presented By:** Monica Steele, Budget & Finance Director

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**Issue before the Commission:** Approve the 2017-18 budget and appropriation adjustments as required by ORS 294.463.

**Informational Summary:** Attached is the R&O required by ORS 294.463 for budget adjustments for fiscal year 2017-2018. These adjustments are a precaution or to avoid being in violation of budget law.

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

**Fiscal Impact:** The potential fiscal impact is \$0 as these adjustments are within funds that either have adequate budgeted contingency and therefore the adjustment is for appropriation authority only; have offsetting revenue; or have adequate budget authority however per local budget law the adjustment must be made to spend between categories. The proposed adjustment reduces the General Fund contingency by \$4,000.

**Options to Consider:**

1. Approve the year-end budget and appropriation adjustments as required by ORS 294.463.
2. There are no other options to consider.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move that the Board approve the budget adjustments to remain in compliance with Oregon budget law per ORS 294.463."*

**Attachment List:** Schedule "A" Appropriation adjustments

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 transfer of appropriations between	)	
organizational units within a fund; authorizing	)	
expenditure of unanticipated grant revenue;	)	
and authorizing transfer of appropriations	)	
between categories within an organizational	)	
unit; 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 transferring appropriations between organizational units in the same fund; authorizing expenditure of unanticipated grant revenue; and transferring appropriations between categories within an organizational unit.

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

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

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

ADOPTED AND APPROPRIATED this 27<sup>th</sup> Day of September 2017.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Scott Lee, Chair

Schedule A

2017-18 Budget Adjustments

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Sheriff Criminal Division 001/2200/82-3141	\$4,000	
Contingency 001/9900/82-9901		\$4,000

Comment: This adjustment is for appropriation authority only and is associated with donations made into the trust accounts, all expenditures are offset equally with revenues.

**II. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATION AUTHORITY BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Planning Division 001/2700/82-1941		\$5,000
Planning Division 001/2700/82-2471	\$5,000	

Comment: This adjustment is due to the need for additional services from CREST due to increased projects.

Fair General Operation 150/9300/82-2929		\$1,000
Fair General Operation 150/9300/82-3141	\$1,000	

Comment: This adjustment is due to unanticipated donations being made to help offset fair premium award costs. These expenses are offset by revenues from trust account donations.

**III. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE**

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Dues & Special Assessments 001/1990/82-2468	\$45,648	
Dues & Special Assessments 001/1990/81-4275	\$45,648	

Comment: This adjustment is due to unanticipated grant revenue from the state as a result of Measure 96 to increase services provided to Veteran's.

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Juvenile Crime Prevention 020/2170/81-5176	\$12,074	
Juvenile Crime Prevention 020/2170/81-4038	\$890	
Juvenile Crime Prevention 020/2170/82-1460	\$4,200	
Juvenile Crime Prevention 020/2170/82-1955	\$880	
Juvenile Crime Prevention 020/2170/82-1950	\$580	
Juvenile Crime Prevention 020/2170/82-2138	\$6,414	
Juvenile Crime Prevention 020/2170/82-2966	\$890	

Comment: This adjustment is due to unanticipated grant revenue as a result of the county's IGA with the state to provide Basic and Diversion Services for Clatsop County Youth.

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** Intergovernmental Agreement between Oregon Health Authority (OHA) Medicaid Administration Claiming (MAC) and Clatsop County Department of Public Health for the Contract Period July 1, 2013 through June 30, 2018. This Amendment #1 is to increase the total of funds received to \$500,000 from \$341,000 for the contract period.

**Category:** Consent Calendar

**Prepared By:** Bryan Hall

**Presented By:** Michael Mc Nickle

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**Issue before the Commission:** The operation of the Health Department depends on funding from OHA. Approval of this IGA will assist the department to operate through the contract period.

**Informational Summary:** Operation of the Health Department is primarily funded by the main public health contract and other private and governmental grants. This IGA allows the Health Department to participate in the MAC program which supplements the funding for the Health Department.

**Fiscal Impact:** The state mandates a certain level of service elements to be administered by local health agencies. This amendment to the contract increases the dollars received to \$500,000 from \$341,000 for the 5 year period. This revenue is included in the adopted 2017-18 budget, therefore a R&O is not needed. The increase in this contract is due to the increase of claimable time by participants above what was anticipated for the 5 year period.

**Options to Consider:**

1. Approve the amendment to IGA 142371 July 1, 2013 to June 30, 2018.
2. Do not approve the amendment, resulting in a loss of funding from now until contract end date.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve Clatsop County Health Department IGA 142371-1 authorizing the County Manager to sign the amendment."*

**Attachment List:**

- A. Copy of Intergovernmental Agreement 142371-1 (Amendment #1)

## DOCUMENT RETURN STATEMENT

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

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

Document number: 142371-1, hereinafter referred to as "Document."

I, <u>Cameron Moore</u>	<u>County Manager</u>
Name	Title

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

**Contractor's name**

On \_\_\_\_\_,  
Date

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

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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





Agreement Number 142371

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 1 to Agreement Number 142371 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clatsop County  
Acting by and through its Clatsop County Health and Human Services  
820 Exchange, Suite 100  
Astoria, Oregon 97103  
Telephone: 503-325-8500 X 1904  
Facsimile: 503-325-8678  
Attn: Bryan Hall  
E-mail address: [bhall@co.clatsop.or.us](mailto:bhall@co.clatsop.or.us)**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of October 1, 2017 or when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **bold and underlined**.
  - a. Amend Section 3. "**Consideration**": "The maximum Not to Exceed (NTE) amount payable to County under this Agreement, which includes any allowable expenses, is \$341,000.00 **\$500,000.00**."
  - b. **Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
  - a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
  - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
  - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
  - d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
  - g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

[The remainder of this page intentionally left blank.]

4. **County Data.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

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

Street address: 820 Exchange Street Suite #100

City, state, zip code: Astoria OR 97103

Email address: mmcnicke@co.clatsop.or.us

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

Federal Employer Identification Number: 93 6002287

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

Workers' Compensation Insurance Company: SAIF

Policy #: 4700 Expiration Date: June 30, 2018

(Renewed annually)

5. Signatures.

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO  
NECESSARY STATE APPROVALS**

**Clatsop County - Acting by and through its Clatsop County Health and Human Services**

By:

_____	<u>Cameron Moore</u>
Authorized Signature	Printed Name
<u>County Manager</u>	_____
Title	Date

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

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

<u>Reviewed and approved by DOJ AAG Jeff Wahl</u>	<u>9/11/2017</u>
Department of Justice	Date

Enter name of any other required Signatures (*Optional*):

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

## EXHIBIT D

### Federal Terms and Conditions

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

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

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

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

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



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

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** 2017-19 Specialty Court Grant – Mental Health Court and Resolution and Order

**Category:** Consent Calendar

**Prepared By:** Lt Kristen Hanthorn

**Presented By:** Chief Deputy Paul Williams

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**Issue before the Commission:** Approve and adopt the agreement and authorize the County Manager to execute both the agreement and Resolution and Order.

**Informational Summary:** Clatsop County has been awarded a Criminal Justice Commission (CJC) Specialty Court Grant to continue our support of the Clatsop County Mental Health Court. The CJC has awarded Clatsop County \$233,600.00 for the two year period of July 1, 2017 to June 30, 2019.

This grant will reimburse the county \$162,000.00 for personnel costs, \$11,500 for program supplies, \$11,600 for travel/conference/training, \$11,000 for incentives (bus tickets, etc.) and participant support (housing subsidy, work clothing, identification cards, etc.). The County contributes to the program by leveraging State Community Corrections Act revenue. The level of treatment will remain stable and the County will continue to receive revenue to support .75 FTE Parole & Probation Deputy.

**Fiscal Impact:** The Sheriff's Office estimated revenue of \$94,900.00 for our Specialty Court revenue in FY 16-17. The CJC award was \$116,800.00 per year. A Resolution and Order adjusting revenue and appropriate authority is necessary to receive the additional revenue.

**Options to Consider:**

1. Approve and adopt the agreement and Resolution and Order.
2. Decline the agreement with the resulting loss of revenue.
3. Make revisions to the agreement.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve and adopt the CJC Specialty Courts Grant for Adult Drug Court and authorize the County Manager to execute both the agreement and the Resolution and Order."*

**Attachment List:**

- A. Resolution and Order
- B. Criminal Justice Commission Award Notice: SC-19-007
- C. Criminal Justice Commission Grant Agreement

1 IN THE BOARD OF COUNTY COMMISSIONERS

2  
3 FOR CLATSOP COUNTY, OREGON  
4  
5

6 In the Matter of the Adjustment of Fiscal )  
7 Year 2017-18 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the Criminal Justice Commission )  
9 Specialty Court Grant Mental Health Court )  
10

11 WHEREAS, the Criminal Justice Commission has awarded Clatsop County a  
12 2017-19 Specialty Court Grant to provide enhanced Mental Health Treatment  
13 Court services; and  
14

15 WHEREAS, adjustments in the FY 2017-2018 budget are necessary to  
16 properly receive the revenue from said grant and make appropriations for the  
17 project, as described in Schedule "A" attached hereto and incorporated herein by  
18 reference, which were not anticipated in the FY 2017-2018 budget; and  
19

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

25 IT IS HEREBY RESOLVED AND ORDERED that the FY 2017-2018 revenues and  
26 appropriations for the Parole and Probation Fund be increased as described in  
27 Schedule "A" attached hereto and incorporated herein by reference.  
28

29 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
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32 BOARD OF COUNTY COMMISSIONERS  
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SCHEDULE "A"

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

<u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
PAROLE AND PROBATION 024/2385/81-4250	\$21,900	
PAROLE AND PROBATION 024/2385/82-3070	\$2,500	
PAROLE AND PROBATION 024/2385/82-3072	\$1,000	
PAROLE AND PROBATION 024/2385/82-3075	\$5,000	
PAROLE AND PROBATION 024/2385/82-2525	\$8,400	
PAROLE AND PROBATION 024/2385/82-3095	\$5,000	





# Oregon

Kate Brown, Governor

## Criminal Justice Commission

885 Summer St NE  
Salem, OR 97301-2522  
TEL: 503-378-4830  
FAX: 503-378-4861

Michael Schmidt  
Executive Director

### COMMISSIONERS:

Robert Ball  
Chairman  
Sen. Floyd Prozanski\*  
Rep. Duane Stark  
Walter Beglau  
Rob Boyett  
Wally Hicks  
Greg Hazarabedian  
Kiki Parker-Rose  
Sebastian Tapia  
\*Non-Voting

August 28, 2017

County of Clatsop, by and through its Parole & Probation  
Lieutenant Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103

Dear Lieutenant Kristen Hanthorn:

On behalf of the Criminal Justice Commission (CJC), Clatsop County Mental Health Court has been awarded \$233,600.00 under the 2017-19 Specialty Court Grant Program. Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

Award Number:	SC-19-007	Project Start:	July 01, 2017
Amount:	\$233,600.00	Project End:	June 30, 2019
Award Date:	July 11, 2017		
Funding Source:	State Funds		
Statutory Authority:	ORS 423.150 (2)		

### Next Steps in Accepting this Award:

1. Included is the **Grant Award Agreement**. Please review, sign and return to CJC *as soon as possible*. Electronic copies should be emailed to [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
2. CJC will execute the agreement and return a fully executed electronic copy to you for your files.

**\*\*IMPORTANT DETAIL\*\***

**Quarterly Progress and Financial Reports:**

Grantees are required to submit quarterly Progress Reports and Financial Reports (RFR's) online through the CJC's grant administration website at <https://cjcgrants.fluidreview.com>. The detail for these reports are listed in the Grant Award Agreement.

**Amendments:**

All amendment requests will be submitted through the CJC's grant administration website. Only one (1) amendment will be allowed per quarter. Final amendments must be submitted by May 15, 2019 to be processed.

**Travel:**

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less, none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

**SUBAWARD CONTRACTS/AGREEMENTS**

Grantees are responsible for notifying CJC of all subrecipients. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

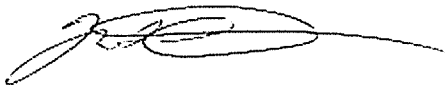
**GRANTS MANAGEMENT HANDBOOK**

The most current version of CJC's Grants Management Handbook is available on the CJC website.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws.

If you have additional questions please do not hesitate to contact your Grant Analyst.

Sincerely,



Michael Schmidt  
Executive Director  
Criminal Justice Commission  
885 Summer Street NE Salem, OR 97301

CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and **County of Clatsop, by and through its Parole & Probation**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties." This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$233,600.00 (the "Grant Funds") to assist Grantee in implementing the project described in Exhibits A and B (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

**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:	<b>Project Description and Budget</b>
Exhibit B:	<b>Project Goals and Objectives</b>
Exhibit C:	<b>Subagreement Insurance Requirements</b>

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

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, "Progress Reports"). Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

**5. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 or any provision of Grantee's charter or other governing documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**6. Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee 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 a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

## 7. Grantee Subagreements and Procurements

a. **Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ( "Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. **Subagreement indemnity; insurance.**

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

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

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

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

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

**8. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**9. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC 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 as provided in Section 10.a.ii, suspension



of further disbursements of Grant Funds, recovery of Grant Fund, and declaration of ineligibility for the receipt of future awards from CJC.

## **10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i.** Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii.** Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii.** Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v.** 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
- vi.** The Project would not produce results commensurate with the further expenditure of funds.

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

- i.** After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; 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. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

## 11. GENERAL PROVISIONS

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative

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

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

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC 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 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.

Grantee 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 the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the 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 11.f. Any notice personally delivered shall be deemed to be given

when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. 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.

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

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee 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. Without limiting the generality of the foregoing, Grantee 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 Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

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

**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, 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.

Grantee, 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.

**Approved by Grantee**

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Signature of Grantee	Date
----------------------	------

---

Name/Title

---

Federal Tax ID Number

---

State Tax ID Number

**Approved by Criminal Justice Commission**

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Michael Schmidt, Executive Director	Date
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**Approved for Legal Sufficiency**

Approved for Legal Sufficiency by AAG David Elott by email dated 8/16/2017

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David Elott	Date
-------------	------

CJC Contact  
CJC Grant Administrator  
Chris Thomas  
885 Summer St. NE  
Salem, OR 97301-2524  
[Chris.Thomas@oregon.gov](mailto:Chris.Thomas@oregon.gov)  
503-378-2655

Grant Contact  
Lieutenant Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103  
[khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)  
503-338-3780

## EXHIBIT A

**Project Description and Budget** The goal of the Criminal Justice Commission's *Specialty Court Grant Program* ("Grant Program") is to financially support Oregon specialty courts. The Grant Program calls for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, treatment, mental health, and social services. These courts offer non-violent offenders an alternative to incarceration and teach participants to become productive law abiding citizens, which reduces recidivism and provides for healthier communities. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Clatsop County Mental Health Court** to address the needs of adults who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support operation, substantially in accordance with the Best Practices, of the Clatsop County Mental Health Court.

Project Start Date: July 1, 2017

GRANT #: SC-19-007

GRANTEE PROGRAM CONTACT: Lieutenant  
Kristen Hanthorn

EMAIL: [khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)

TELEPHONE: 503-338-3780

BUDGET SUMMARY:

Project End Date: June 30, 2019

CFDA #: N/A

GRANTEE FISCAL CONTACT: Carol  
Harrod

EMAIL: [charrod@co.clatsop.or.us](mailto:charrod@co.clatsop.or.us)

TELEPHONE: 503-338-3792

	Grant Funds Requested
Personnel Salaries	\$162,000
Contractual/Consultant Services	\$0
Rent And Utilities	\$16,400
Supplies	\$10,500
Travel/Training/Conferences	\$11,600
Equipment	\$0
Administration	\$23,000
Evaluation	\$0
Other Expenses	\$10,100
Total	\$233,600

## EXHIBIT B

### Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All *Specialty Court Grant Program* awards require recipients to submit progress reports quarterly through CJC's grant administration website <https://cjcgrants.fluidreview.com/>. Grantees shall complete and submit progress reports that contain all of the requested data.



## EXHIBIT C

### Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement 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 the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

#### ii. PROFESSIONAL LIABILITY

☒ Required by CJC   ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC   ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability,

products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC   ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** 2017-19 Specialty Court Grant – Adult Drug Court

**Category:** Consent Calendar

**Prepared By:** Lt Kristen Hanthorn

**Presented By:** Chief Deputy Paul Williams

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**Issue before the Commission:** Approve and adopt the agreement and authorize the County Manager to execute both the agreement and Resolution and Order.

**Informational Summary:** Clatsop County has been awarded a Criminal Justice Commission (CJC) Specialty Court Grant to continue our support of the Clatsop County Adult Drug Court. The CJC has awarded Clatsop County \$262,800.00 for the two year period of July 1, 2017 to June 30, 2019.

This grant will reimburse the county \$162,000.00 for personnel costs, \$17,500 for program supplies, \$15,000 for travel/conference/training, \$12,500.00 for electronic monitoring, \$9,700 for incentives (bus tickets, etc.) and \$5,400 for participant support (housing subsidy, work clothing, identification cards, etc.). The County contributes to the program by leveraging State Community Corrections Act revenue. The level of treatment will remain stable and the County will continue to receive revenue to support .75 FTE Parole & Probation Deputy.

**Fiscal Impact:** The Sheriff's Office estimated revenue of \$98,550.00 for our Specialty Court revenue in FY 16-17. The CJC award was \$131,400.00 per year. A Resolution and Order adjusting revenue and appropriate authority is necessary to receive the additional revenue.

**Options to Consider:**

1. Approve and adopt the agreement and Resolution and Order.
2. Decline the agreement with the resulting loss of revenue.
3. Make revisions to the agreement.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve and adopt the CJC Specialty Courts Grant for Adult Drug Court and authorize the County Manager to execute both the agreement and the Resolution and Order."*

**Attachment List:**

- A. Resolution and Order
- B. Criminal Justice Commission Award Notice: SC-19-006
- C. Criminal Justice Commission Grant Agreement

1 IN THE BOARD OF COUNTY COMMISSIONERS

2  
3 FOR CLATSOP COUNTY, OREGON

4  
5  
6 In the Matter of the Adjustment of Fiscal )  
7 Year 2017-18 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the Criminal Justice Commission )  
9 Specialty Court Grant Adult Drug Court )

10  
11 WHEREAS, the Criminal Justice Commission has awarded Clatsop County a  
12 2017-19 Specialty Court Grant to provide enhanced Adult Drug Court Court  
13 services; and

14  
15 WHEREAS, adjustments in the FY 2017-2018 budget are necessary to  
16 properly receive the revenue from said grant and make appropriations for the  
17 project, as described in Schedule "A" attached hereto and incorporated herein by  
18 reference, which were not anticipated in the FY 2017-2018 budget; and

19  
20 WHEREAS, expenditure of supplemental grants is exempt from the  
21 supplemental budget procedure under ORS 294.338, however, such expenditure  
22 is lawful only after enactment of a Resolution and Order appropriating such grant  
23 monies; now, therefore; and

24  
25 IT IS HEREBY RESOLVED AND ORDERED that the FY 2017-2018 revenues and  
26 appropriations for the Parole and Probation Fund be increased as described in  
27 Schedule "A" attached hereto and incorporated herein by reference.

28  
29 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

30  
31  
32 BOARD OF COUNTY COMMISSIONERS  
33 FOR CLATSOP COUNTY, OREGON  
34

35  
36  
37 \_\_\_\_\_  
38 ,Chair  
39  
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41  
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43

SCHEDULE "A"

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

<u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
PAROLE AND PROBATION 024/2385/81-4235	\$32,850	
PAROLE AND PROBATION 024/2385/82-3030	\$3,000	
PAROLE AND PROBATION 024/2385/82-3060	\$3,000	
PAROLE AND PROBATION 024/2385/82-3061	\$1,850	
PAROLE AND PROBATION 024/2385/82-3082	\$25,000	



# Oregon

Kate Brown, Governor

## Criminal Justice Commission

885 Summer St NE  
Salem, OR 97301-2522  
TEL: 503-378-4830  
FAX: 503-378-4861

Michael Schmidt  
Executive Director

### COMMISSIONERS:

Robert Ball  
Chairman  
Sen. Floyd Prozanski\*  
Rep. Duane Stark  
Walter Beglau  
Rob Bayett  
Wally Hicks  
Greg Hazarabedian  
Kiki Parker-Rose  
Sebastian Tapia  
\*Non-Voting

August 28, 2017

County of Clatsop, by and through its Parole & Probation  
Lieutenant Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103

Dear Lieutenant Kristen Hanthorn:

On behalf of the Criminal Justice Commission (CJC), Clatsop County Adult Drug Court has been awarded \$262,800.00 under the 2017-19 Specialty Court Grant Program. Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

Award Number:	SC-19-006	Project Start:	July 01, 2017
Amount:	\$262,800.00	Project End:	June 30, 2019
Award Date:	July 11, 2017		
Funding Source:	State Funds		
Statutory Authority:	ORS 423.150 (2)		

### Next Steps in Accepting this Award:

1. Included is the ***Grant Award Agreement***. Please review, sign and return to CJC *as soon as possible*. Electronic copies should be emailed to [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
2. CJC will execute the agreement and return a fully executed electronic copy to you for your files.

**\*\*IMPORTANT DETAIL\*\***

**Quarterly Progress and Financial Reports:**

Grantees are required to submit quarterly Progress Reports and Financial Reports (RFR's) online through the CJC's grant administration website at <https://cjcgrants.fluidreview.com>. The detail for these reports are listed in the Grant Award Agreement.

**Amendments:**

All amendment requests will be submitted through the CJC's grant administration website. Only one (1) amendment will be allowed per quarter. Final amendments must be submitted by May 15, 2019 to be processed.

**Travel:**

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less, none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

**SUBAWARD CONTRACTS/AGREEMENTS**

Grantees are responsible for notifying CJC of all subrecipients. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

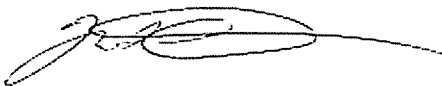
**GRANTS MANAGEMENT HANDBOOK**

The most current version of CJC's Grants Management Handbook is available on the CJC website.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws.

If you have additional questions please do not hesitate to contact your Grant Analyst.

Sincerely,



Michael Schmidt  
Executive Director  
Criminal Justice Commission  
885 Summer Street NE Salem, OR 97301



CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **County of Clatsop, by and through its Parole & Probation**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$262,800.00 (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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:	<b>Project Description and Budget</b>
Exhibit B:	<b>Project Goals and Objectives</b>
Exhibit C:	<b>Subagreement Insurance Requirements</b>

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

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 20, January 20, April 20 and July 20 for the prior calendar quarter. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reimbursement Reports.** Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 20, January 20, April 20, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

ii. When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- iv. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

**5. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 or any provision of Grantee's charter or other governing documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

**6. Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee 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 a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

## 7. Grantee Subagreements and Procurements

a. **Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients ( "Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. **Subagreement indemnity; insurance.**

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

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

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

**c. Procurements.**

- i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**8. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**9. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC 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 as provided in Section 10.a.ii, suspension

of further disbursements of Grant Funds, recovery of Grant Fund, and declaration of ineligibility for the receipt of future awards from CJC.

## **10. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i.** Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii.** Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii.** Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v.** 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
- vi.** The Project would not produce results commensurate with the further expenditure of funds.

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

- i.** After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; 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. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

## 11. GENERAL PROVISIONS

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative



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

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

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC 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 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.

Grantee 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 the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the 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 11.f. Any notice personally delivered shall be deemed to be given

when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. 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.

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

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee 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. Without limiting the generality of the foregoing, Grantee 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 Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

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

**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, 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.

Grantee, 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.

**Approved by Grantee**

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Signature of Grantee

Date

---

Name/Title

---

Federal Tax ID Number

---

State Tax ID Number

**Approved by Criminal Justice Commission**

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Michael Schmidt, Executive Director

Date

**Approved for Legal Sufficiency**

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Approved for Legal Sufficiency by AAG David Elott by email dated 8/16/2017

David Elott

Date

CJC Contact  
CJC Grant Administrator  
Chris Thomas  
885 Summer St. NE  
Salem, OR 97301-2524  
[Chris.Thomas@oregon.gov](mailto:Chris.Thomas@oregon.gov)  
503-378-2655

Grant Contact  
Lieutenant Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103  
[khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)  
503-338-3780

## EXHIBIT A

**Project Description and Budget** The goal of the Criminal Justice Commission's *Specialty Court Grant Program* ("Grant Program") is to financially support Oregon specialty courts. The Grant Program calls for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, treatment, mental health, and social services. These courts offer non-violent offenders an alternative to incarceration and teach participants to become productive law abiding citizens, which reduces recidivism and provides for healthier communities. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Clatsop County Adult Drug Court** to address the needs of adults who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support operation, substantially in accordance with the Best Practices, of the Clatsop County Adult Drug Court.

Project Start Date: July 1, 2017

GRANT #: SC-19-006

GRANTEE PROGRAM CONTACT: Lieutenant  
Kristen Hanthorn

EMAIL: [khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)

TELEPHONE: 503-338-3780

BUDGET SUMMARY:

Project End Date: June 30, 2019

CFDA #: N/A

GRANTEE FISCAL CONTACT: Carol  
Harrod

EMAIL: [charrod@co.clatsop.or.us](mailto:charrod@co.clatsop.or.us)

TELEPHONE: 503-338-3792

	Grant Funds Requested
Personnel Salaries	\$162,000
Contractual/Consultant Services	\$0
Rent And Utilities	\$16,400
Supplies	\$17,500
Travel/Training/Conferences	\$15,000
Equipment	\$0
Administration	\$23,000
Evaluation	\$0
Other Expenses	\$28,900
Total	\$262,800

## EXHIBIT B

### Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All *Specialty Court Grant Program* awards require recipients to submit progress reports quarterly through CJC's grant administration website <https://cjcgrants.fluidreview.com/>. Grantees shall complete and submit progress reports that contain all of the requested data.

## EXHIBIT C

### Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement 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 the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

#### ii. PROFESSIONAL LIABILITY

☒ Required by CJC   ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC   ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability,

products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC   ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 26, 2017**

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**Issue/Agenda Title:** Intergovernmental Agreement with Sunset Empire Transportation District for the provision of Emergency Transportation Services.

**Category:** Consent Calendar

**Prepared By:** Vincent Aarts

**Presented By:** Tiffany Brown

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**Issue before the Commission:** Approve the Intergovernmental Agreement with Sunset Empire Transportation District for the provision of Emergency Transportation Services during certain emergency situations.

**Informational Summary:** In an effort to further plans against the advent of a disaster in Clatsop County, the Emergency Management Division (EMD) has undertaken to enter into an Intergovernmental Agreement with the Sunset Empire Transportation District (SETD). Both historic and predicted events indicate that the county can anticipate the need for augmented resources in the time of a disaster. In this case, the ability to sustain transportation services, mitigate adverse economic impacts, meet societal needs, and move emergency relief personnel and commodities will depend on effective transportation throughout the county. Unnecessary reductions or restrictions to this function could directly impact the effectiveness of the response

The purpose of the proposed IGA is to provide the County with pre-planned access to transportation services for the potential evacuation of residents from or transit of responders to an affected area. Creating and maintaining an IGA like the one proposed allows the EMD and County Emergency Operations Center to save valuable time during the response to a disaster, by providing preplanned access to resources. It also allows EOC staff to make timely decisions regarding the availability of local resources ahead of regional mutual aid requests, and requests to the State Emergency Coordination Center. Finally, it provides an appropriate opportunity for staff from EMD and the SETD to train and exercise together, and develop a working relationship which will prove critical in a disaster setting.

**Fiscal Impact:** This agreement represents a pre-disaster contract. As such, there exists no fiscal impact to the county until such time as a disaster requires the use of SETD resources.

**Options to Consider:**

1. The Board approves the Intergovernmental Agreement.
2. The Board chooses not to approve the Intergovernmental Agreement

**Staff Recommendation:** Option #1

**Recommended Motion:** *“I move that we approve and authorize the Chair to sign the Intergovernmental Agreement with Sunset Empire Transportation District for the provision of Emergency Transportation Services,”*

**Attachment List:**

- A. Intergovernmental Agreement with Sunset Empire Transportation District and Clatsop County regarding Emergency Transportation Services

INTERGOVERNMENTAL AGREEMENT  
BETWEEN SUNSET EMPIRE TRANSPORTATION DISTRICT  
AND CLATSOP COUNTY  
REGARDING EMERGENCY TRANSPORTATION SERVICES

1. THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered effective September 1, 2017, by and between the Sunset Empire Transportation District (SETD), a public transportation Special District operating and existing under ORS 198 and a municipal corporation of the state of Oregon and Clatsop County (County), a political subdivision of the state of Oregon.

2. RECITALS:

2.1 SETD operates a public transit system in and about Clatsop County, Oregon.

2.2 The County coordinates emergency operations and emergency planning in Clatsop County through its Emergency Management Division

2.3 SETD desires to receive the benefits of being included within the emergency operation plans for the County, and the County desires to have resources of SETD available for employment during certain emergency situations.

2.4 SETD and the County have the authority to enter into this Agreement pursuant to ORS 402.010 and 402.015.

3. AGREEMENT: In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 Purpose. The purpose of this Agreement is to provide the legal framework and establish procedures and conditions for making a limited number of SETD owned vehicles and SETD operators available to the Emergency Management Division for deployment during declared emergencies or disasters, and to address relevant indemnification and liability issues.

SETD and the Emergency Management Division will hold a desktop exercise at minimum of one time during the duration of this IGA. Further, the method for reimbursement to SETD concerning emergency use of available SETD vehicles and compensation of drivers and support staff during a declared emergency or disaster is established herein.

3.2 Available Resources of SETD. SETD agrees that it will reasonably make available vehicles it owns and available SETD employed drivers to the Emergency Management Division for use and deployment in an emergency or disaster as determined by the Emergency Operations Center (EOC). Provided: SETD general transportation services on its fixed routes and SETD's ADA para-transit transportation services. SETD's auxiliary transportation services for those with special needs, and SETD's supplemental transportation services related to the evacuation of Clatsop Care Center and Astor House, herein known as "priority transportation services", shall be given first priority by SETD.

If an emergency or disaster is declared by the Board of County Commissioners and one or more SETD owned vehicles are operational and not in service, i.e., are not needed to provide the priority

transportation services, herein known as “available SETD vehicles”, such SETD vehicles may be employed for use in emergency or disaster based on the ability of SETD drivers to respond. No SETD owned vehicles, other than vehicles which are in good condition, are operational, and are not needed to furnish the priority transportation services, shall be made available to the EOC for emergency transportation purposes under this Agreement. It is understood that the EOC will not call for SETD vehicles unless a declared emergency or disaster exists requiring the use of those vehicles.

At all times material herein, available SETD vehicles will only be operated by SETD employed drivers.

Pursuant to federal laws, rules, and regulations and federal grant requirements applicable to SETD and any emergency transportation services furnished by SETD, SETD is not permitted to furnish emergency transportation services or allow its transit vehicles to be used for emergency transportation purposes for more than 45 days per declared emergency or disaster. Consequently, SETD shall not be obligated or required to provide to the EOC emergency transportation services for more than 45 days per declared emergency or disaster or to allow its transit vehicles to be used for emergency or disaster.

3.3 Planning and Training Services. The Emergency Management Division agrees to assist SETD in preparing and implementing an emergency response plan in the event of a disaster or emergency involving SETD vehicles. The Emergency Management Division shall provide appropriate training to SETD employed staff according to a plan and schedule as agreed upon by the SETD Operations Manager/Deputy Executive Director and the Emergency Management Division Manager.

3.4 Reimbursement of Costs. When emergency services are furnished under this Agreement, County agrees to promptly reimburse SETD for all fuel costs and personnel costs, personnel overtime costs, and other costs and expenses incurred by SETD in connection therewith as set forth in Exhibit “A” attached hereto and incorporated herein by this reference. Within 45 days of the date that the emergency services are provided, SETD shall submit an invoice detailing the costs to be reimbursed by County. Within 30 days of the date that the invoice is given to the County, the County shall remit full payment of the invoice to SETD.

3.5 Indemnification. In some declared emergency or disaster situations, the available SETD vehicles and operators requested by the EOC and employed for the emergency or disaster pursuant to the provisions of this Agreement may be entitled to certain privileges, benefits, and immunities and subject to certain liability waivers under applicable federal and state emergency management regulations for registered emergency workers and services. SETD drivers shall be required to document the condition of the exterior portions of the available SETD vehicles both immediately before and immediately after the same are used in any emergency or disaster or for emergency training purposes. The Emergency Management Division shall be entitled to review such documentation concerning the condition of the exterior portions of the available SETD vehicles promptly upon the request of Emergency Management Division.

Notwithstanding the foregoing, the County shall fully and absolutely defend, indemnify and hold harmless SETD from and against any action, case of action, claim, and/or litigation arising out of or from the employment, operation, or use of any available SETD vehicles(s) in a declared emergency or disaster under this Agreement or for emergency training purposes, including, but not limited to, any claim, action, cause of action, claim, and/or litigation arising from the act(s) or omission(s) of any SETD

operator(s) and/or any County employee(s), officer(s), or agent(s) subject to the Oregon Tort Claims Law. In the event that any SETD owned vehicle is damaged while being used or operated in a declared emergency or disaster under this Agreement or for emergency training purposes, the County shall hold harmless and indemnify SETD from and against and shall fully pay all expenses and costs necessary to fix and repair the damaged SETD owned vehicle and restore said vehicle to its prior condition, provided, however, that the County shall not be responsible for fixing, repairing, or replacing any part of component of a SETD owned vehicle used or operated in a declared emergency or disaster or for emergency training purposes under this Agreement which merely fails or malfunctions during said use or operation.

3.6 Term of Agreement. Unless this Agreement is terminated as provided below, this Agreement shall be for twenty-four (24) months, beginning on October 1, 2017 and ending on September 30, 2019. Either party may, with or without cause, terminate this Agreement by giving the other party at least sixty (60) days prior written notice of termination.

3.7 Dispute Resolution. Any dispute that arises under this Agreement shall first be submitted to the County Manager and the SETD Executive Director, who shall meet and attempt to resolve the dispute after consulting with their respective Boards. In the event the County Manager and the SETD Executive Director shall be unable to resolve the dispute during the meeting, the parties shall then mediate the dispute as hereinafter provided. Within 30 days of the date that the County Manager and the SETD Executive Director meet and fail to resolve the dispute ("meeting date"), the SETD Board of Commissioners shall select and appoint SETD representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of SETD, and the Board of County Commissioners shall select and appoint County representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of the County. Within 60 days of the meeting date, the SETD representatives and the County representatives shall endeavor to confer and mutually agree upon and select an agreed mediator. If the representatives are unable to mutually agree upon and select a mediator within 60 days of the meeting date, either party may apply to the Circuit Court of the State of Oregon for Clatsop County for the appointment of a mediator to resolve the dispute, and said Circuit Court shall be fully empowered to appoint a mediator to resolve the dispute. Within 30 days of the selection or appointment of the mediator, the mediator shall schedule the mediation, and said representatives of the parties shall attempt to resolve the dispute by participating, in good faith, in the mediation before the selected or appointed mediator for at least six hours. Each party shall pay one-half of the fees of the mediator and the costs and expenses associated with the mediation. If the dispute is not resolved during the mediation, either party may initiate an action in a court of competent jurisdiction to resolve the dispute.

3.8 Notice. Any notice required or permitted to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

If County:	Clatsop County Emergency Management Division 800 Exchange St., Suite 400 Astoria, OR, OR 97103
If SETD :	SETD 900 Marine Dr. Astoria, OR 97103

Or at such other address as either party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States Postal Service in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

3.9 Relationship of the Parties. No agent, official, employee, servant, or representative of SETD shall be deemed an officer, employee, agent, servant or representative of the County for any purpose. No agent, official, employee, servant or representative of the County shall be deemed an officer, employee, agent, servant, or representative of SETD for any purpose.

3.10 Entire Agreement. This Agreement constitutes the entire agreement between the SETD and the County with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

3.12 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

3.13 Time. Time is of the essence with respect to this Agreement.

3.14 Recording or Listing of Agreement. This Agreement, prior to its entry into force, shall either be filed for recording with the Clatsop County or be listed by subject on each party's web site or other electronically retrievable public source.

WHEREFORE, each party, by and through its undersigned representative acting with authority, has signed this Agreement to be effective on the first day and year written above.

SUNSET EMPIRE TRANSPORTATION  
DISTRICT

By \_\_\_\_\_  
Board Chair

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

CLATSOP COUNTY BOARD OF COUNTY  
COMMISSIONERS:

By \_\_\_\_\_  
Scott Lee, Chair

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

**Exhibit "A"**  
**Intergovernmental Agreement Re: Emergency Transportation Services**  
**Costs to be reimbursed by County to SETD**

Service/Personnel/Labor Costs	Personnel Costs (Hourly Rates)
Driver services	\$31.05 per driver per vehicle
Dispatch and Management Services	\$37.71 (1 Dispatcher + Operations Manager)

Provided: SETD shall be entitled to waive all costs or a portion of costs related to dispatch and management services.

Further, provided: In the event a driver is required to work more than 40 hours in a week as a result of furnishing emergency services, County shall reimburse SETD associated overtime costs in excess of any regular hourly rates.

Equipment Specification and Code	Equipment Costs (Hourly Rates)
Bus; Cost Code 8180; Up to 150 HP	\$21.75
Bus; Cost Code 8181; Up to 210 HP	\$27.50
Bus; Cost Code 8182; Up to 300 HP	\$32.25 (Most SETD buses are in this code)

Equipment Specifications, Codes and Hourly Rates are based upon FEMA's Schedule of Equipment Rates Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Rates above are applicable to major disasters and emergencies declared by the President of the United States on or after January 1, 2017.

**Total Personal and Equipment Cost Example:** Driver operating a 305 horsepower vehicle for one hour amounts to \$63.30 (\$31.05 driver cost + \$32.25 equipment cost).

Provided: This Exhibit shall be amended every 5 years to conform to the hourly rates of SETD drivers, dispatchers, or other personnel performing services relevant to the IGA entered into between the parties in the event the wage scale changes affecting the hourly rates of such SETD employees.

Exhibit "B"

Intergovernmental Agreement Re: Emergency Transportation Services  
EMERGENCY MANAGEMENT CONTACT LIST

(LIST APPEARS IN ORDER OF AUTHORITY TO RESPOND TO EMERGENCY REQUEST FOR VEHICLES)

Name:	Title:	Office #:	Cell #:
Jeff Hazen	Executive Director	503-861-5399	503-298-7114/503-791-0131
Paul Lewicki	OPS Mgr./Deputy Exec. Dir.	503-861-5364	714-305-9007
Steve Weinart	Driver Supervisor	503-861-5386	503-440-1550
Lawrence McDonald	Driver Supervisor	503-861-5386	503-791-2418



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 13, 2017**

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**Issue/Agenda Title:** Public Hearing on the transfer of property to the City of Seaside

**Category:** Public Hearing

**Prepared By:** Sirpa Duoos

**Presented By:** Sirpa Duoos, Property Management Specialist

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**Issue before the Commission:** Hold a public hearing to take comment and consider transfer of property to the City of Seaside pursuant to ORS 271.330 (3)

**Informational Summary:** Clatsop County came into title via tax foreclosure of Tract "A" at The Heights at Thompson Falls on October 19, 2016, identified as Assessor's Account no. 61015AD02200.

The attached plat of The Heights at Thomson Falls recorded in Instrument No. 200806096, Deed Records, Clatsop County states that Tracts "A", "B" and "C" are intended to be conservation tracts and shall have an easement to benefit the City of Seaside across the entirety for access, maintenance and improvements to the utilities, public roadway and storm water systems constructed as part of this development.

The parcel contains 2.78 acres of sloped open space between two partially developed subdivisions at Thompson Falls. Zoning is Low Density Residential with landslide topography.

This tract has been categorized pursuant to County's Property Management policy for "Other Government". The qualifying Other Governments could be the City of Seaside, North Coast Land Conservancy or the Thompson Falls Homeowners Association (which has an administrative dissolution per Secretary of State).

This public hearing has been noticed in The Daily Astorian for two successive weeks on the County's intention to transfer title.

Pursuant to ORS 271.330(3) staff is asking for the Board to hold a public hearing and to take comment on the transfer to the City of Seaside.

**Fiscal Impact:** Cost of the newspaper notice for two successive weeks \$226.00 and the recording of the deed upon transfer \$52.00.

**Options to Consider:**

1. Hold a hearing and consider the transfer of the property to the City of Seaside.
2. Continue the hearing to another date.
3. Take no action.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to transfer the property to the City of Seaside and authorize the Chair to sign the deed."*

**Attachment List:**

- A. Quitclaim deed
- B. Notice of hearing
- C. Resolution & Order
- D. Maps
- E. Plat of The Heights at Thompson Falls

AFTER RECORDING RETURN TO GRANTOR:  
Clatsop County Property Management  
820 Exchange, Suite 230  
Astoria, OR 97103

GRANTEE:  
City of Seaside  
989 Broadway  
Seaside, OR 97138

## QUITCLAIM DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **City of Seaside, a municipal corporation of the State of Oregon**, Grantees, pursuant to ORS 275.330(3) all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County, State of Oregon, described as follows.

LEGAL: Tract A, The Heights at Thompson Falls, a re-plat of Tract E of Thompson Falls Estates, in the City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, Clatsop County Deed Records, Oregon.

ASSESSOR'S ACCT. NO. 61015AD02200  
ACCT. ID No. 57896  
SITUS ADDRESS: Vacant land in Thompson Falls subdivision in Seaside

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **ZERO**.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this \_\_\_\_ day of September 2017.

\_\_\_\_\_  
Chairperson Scott Lee

STATE OF OREGON            )  
  ) ss.  
County of Clatsop            )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of September 2017 by, \_\_\_\_\_ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

UNTIL A CHANGE IS REQUESTED, ALL TAX  
STATEMENTS SHALL BE SENT TO THE  
FOLLOWING ADDRESS:  
N/A

Accepted by the City of Seaside  
pursuant to ORS 93.808

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**NOTICE OF PUBLIC HEARING**

The Clatsop County Board of Commissioners will hold a public hearing on Wednesday September 27, 2017 at 6 p.m. at the Judge Guy Boyington Building located at 857 Commercial Street in Astoria on the proposed transfer of the following described real property for open space purposes, to the City of Seaside, a political subdivision of the State of Oregon.

Tract A, The Heights at Thompson Falls, a re-plat of Tract E of Thompson Falls Estates, in the City of Seaside, recorded June 27, 2008 as Instrument No. 200806096, Clatsop County Deed Records, Oregon.

All interested persons may appear and be heard.

**CLATSOP COUNTY BOARD OF COMMISSIONERS**

**Published: September 15th and 22nd, 2017**

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

5 APPROVING THE SALE )  
6 OF REAL PROPERTY ) RESOLUTION AND  
7 TO THE CITY OF SEASIDE ) ORDER  
8  
9

10  
11 WHEREAS, the Clatsop County acquired property in 2016 as a result of tax  
12 foreclosure, and is legally described as:

13 Tract A, The Heights at Thompson Falls, a re-plat of Tract E of Thompson Falls  
14 Estates, in the City of Seaside, recorded June 27, 2008 as Instrument No. 200806096,  
15 Clatsop County Deed Records, Oregon, and  
16

17 WHEREAS, this property was deemed surplus and categorized for "Other  
18 Government" pursuant to County's Property Management Policy, and  
19

20 WHEREAS, the City of Seaside is the best steward for this property as they have  
21 an easement over the entire parcel, and  
22

23 WHEREAS the County Commission published notice of this proposed sale  
24 pursuant to the requirements of ORS 275.330(3) and held a public hearing on September  
25 27, 2017 to take testimony and answer questions concerning this proposal and  
26  
27

28 NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of  
29 Commissioners of Clatsop County hereby approves the proposed sale and authorizes the  
30 Chair to sign.  
31  
32  
33  
34

35 Dated this \_\_\_\_\_ day of September 2017.  
36  
37

38 BOARD OF COMMISSIONERS FOR  
39 CLATSOP COUNTY  
40

41 \_\_\_\_\_  
42 Scott Lee, Chairperson  
43

T6N R10W SEC 15AD WM  
CLATSOP COUNTY

Scale 1:1200



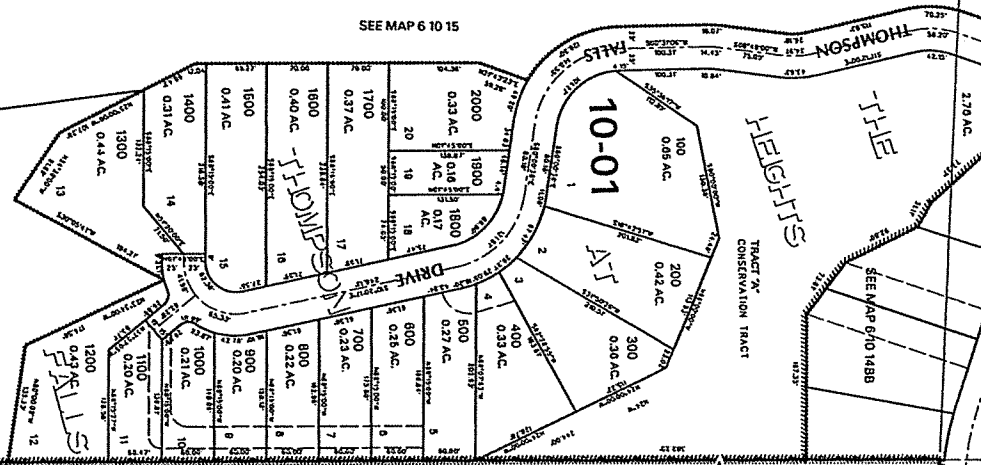
Connected Accounts.  
2017

Subject Property

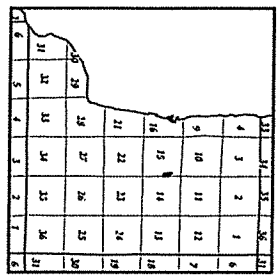
SEE MAP 6 10

SEE MAP 6 10 15

SEE MAP 6 10 15



This map is prepared by the Clatsop County Assessor's Office. It is based on the best available information and is not a warranty of accuracy. The Assessor's Office is not responsible for errors or omissions.



July 20, 2017

6.10.15AD

NIE 1/4 SEC. 15, T6N, R10W, W1N.  
CITY OF SEASIDE, CLATSOP COUNTY, OR

**SHEET 1 of 4**

MAP INDEX

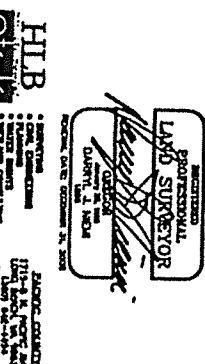
SHEET 1 OF 4 : MAP SHEET SEQUENTIAL DESIGNATION, TRACKS "A", "B" & "C"

SHEET 2 OF 4 : ROAD AND RAIL JOINTS AND CUTOFFS

SHEET 3 OF 4 : MAP SHEET LONG ROAD AND CUTOFFS

SHEET 4 OF 4 : MAP & DATA SHEET, TRACKS AND CUTOFFS BY DETAILED LINE SCALE

SHEET 5 OF 4 : DESIGNATED SHEET, MASSONE CONTINUED, OCCUPATION, CLIMATE DATA, APPROVALS, ETC.





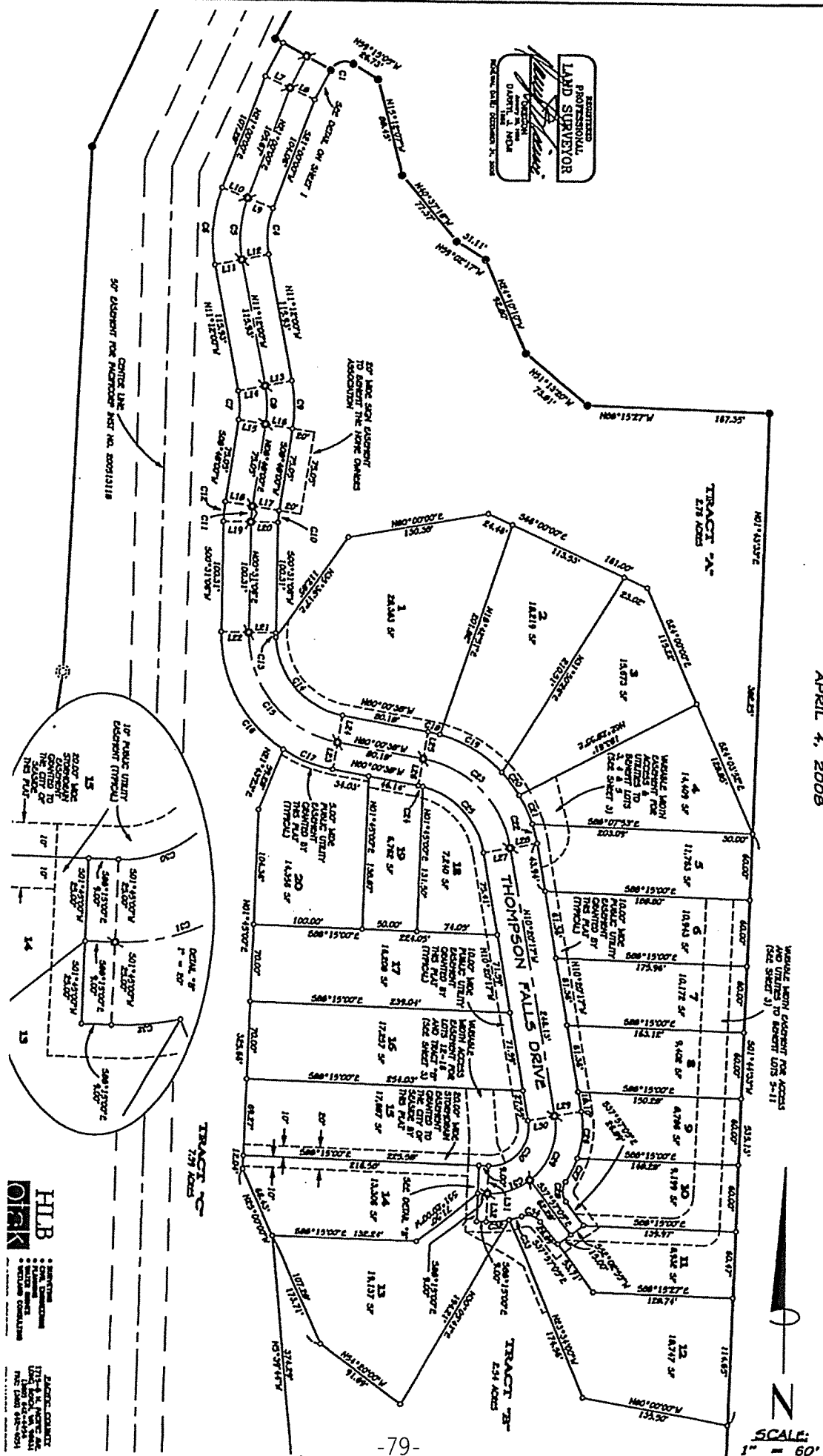
# THE HEIGHTS AT THOMPSON FALLS

## A REPLAT OF TRACT "E" OF THOMPSON FALLS ESTATES

N1E 1/4 SEC. 15, T6N, R10W, W1M  
CITY OF SEASIDE, CLATSOP COUNTY, OR  
APRIL 4, 2008

SHEET 2 of 4

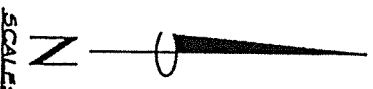
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
CLATSOP COUNTY  
DAVID L. HARRIS  
NO. 10000, EXPIRES 12/31/2010



**HUB**  
HARRIS & BROS.  
1715 E. 10th Ave.  
Astoria, OR 97103  
TEL: (503) 325-1111  
FAX: (503) 325-1112

NE 1/4 SEC. 15, T6N, R10W, W.M.  
CITY OF SEASIDE, CLATSOP COUNTY, OR

**SHEET 3 of 4**



LINE TABLE					
LINE	LENGTH	ADDRESS	LINE	LENGTH	ADDRESS
L1E	25.00	881.55.12.00 P	L1E	25.00	881.12.00.00 P
L2	25.00	881.55.12.16 P	L2	25.00	509.92.00.00 P
L3	25.00	881.55.12.32 P	L3	25.00	509.92.16.00 P
L4	25.00	881.55.12.48 P	L4	25.00	509.92.32.00 P
L5	25.00	509.92.48.00 P	L5	25.00	509.92.48.00 P
L6	25.00	509.92.64.00 P	L6	25.00	509.92.64.00 P
L7	25.00	509.92.80.00 P	L7	25.00	509.92.80.00 P
L8	25.00	509.92.96.00 P	L8	25.00	509.92.96.00 P
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L10	25.00	509.93.16.00 P	L10	25.00	509.93.16.00 P
L11	25.00	509.93.32.00 P	L11	25.00	509.93.32.00 P
L12	25.00	509.93.48.00 P	L12	25.00	509.93.48.00 P
L13	25.00	509.93.64.00 P	L13	25.00	509.93.64.00 P
L14	25.00	509.93.80.00 P	L14	25.00	509.93.80.00 P
L15	25.00	509.93.96.00 P	L15	25.00	509.93.96.00 P
L16	25.00	509.94.00.00 P	L16	25.00	509.94.00.00 P
L17	25.00	509.94.16.00 P	L17	25.00	509.94.16.00 P
L18	25.00	509.94.32.00 P	L18	25.00	509.94.32.00 P
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L20	25.00	509.94.64.00 P	L20	25.00	509.94.64.00 P
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L22	25.00	509.94.96.00 P	L22	25.00	509.94.96.00 P
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L28	25.00	509.95.80.00 P	L28	25.00	509.95.80.00 P
L29	25.00	509.95.96.00 P	L29	25.00	509.95.96.00 P
L30	25.00	509.96.00.00 P	L30	25.00	509.96.00.00 P
L31	25.00	509.96.16.00 P	L31	25.00	509.96.16.00 P
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L34	25.00	509.96.64.00 P	L34	25.00	509.96.64.00 P
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L36	25.00	509.96.96.00 P	L36	25.00	509.96.96.00 P
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L47	25.00	509.98.48.00 P	L47	25.00	509.98.48.00 P
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L49	25.00	509.98.80.00 P	L49	25.00	509.98.80.00 P
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L58	25.00	510.00.00.00 P	L58	25.00	510.00.00.00 P
L59	25.00	510.00.16.00 P	L59	25.00	510.00.16.00 P
L60	25.00	510.00.32.00 P	L60	25.00	510.00.32.00 P
L61	25.00	510.00.48.00 P	L61	25.00	510.00.48.00 P
L62	25.00	510.00.64.00 P	L62	25.00	510.00.64.00 P
L63	25.00	510.00.80.00 P	L63	25.00	510.00.80.00 P
L64	25.00	510.00.96.00 P	L64	25.00	510.00.96.00 P
L65	25.00	510.01.00.00 P	L65	25.00	510.01.00.00 P
L66	25.00	510.01.16.00 P	L66	25.00	510.01.16.00 P
L67	25.00	510.01.32.00 P	L67	25.00	510.01.32.00 P
L68	25.00	510.01.48.00 P	L68	25.00	510.01.48.00 P
L69	25.00	510.01.64.00 P	L69	25.00	510.01.64.00 P
L70	25.00	510.01.80.00 P	L70	25.00	510.01.80.00 P
L71	25.00	510.01.96.00 P	L71	25.00	510.01.96.00 P
L72	25.00	510.02.00.00 P	L72	25.00	510.02.00.00 P
L73	25.00	510.02.16.00 P	L73	25.00	510.02.16.00 P
L74	25.00	510.02.32.00 P	L74	25.00	510.02.32.00 P
L75	25.00	510.02.48.00 P	L75	25.00	510.02.48.00 P
L76	25.00	510.02.64.00 P	L76	25.00	510.02.64.00 P
L77	25.00	510.02.80.00 P	L77	25.00	510.02.80.00 P
L78	25.00	510.02.96.00 P	L78	25.00	510.02.96.00 P
L79	25.00	510.03.00.00 P	L79	25.00	510.03.00.00 P
L80	25.00	510.03.16.00 P	L80	25.00	510.03.16.00 P
L81	25.00	510.03.32.00 P	L81	25.00	510.03.32.00 P
L82	25.00	510.03.48.00 P	L82	25.00	510.03.48.00 P
L83	25.00	510.03.64.00 P	L83	25.00	510.03.64.00 P
L84	25.00	510.03.80.00 P	L84	25.00	510.03.80.00 P
L85	25.00	510.03.96.00 P	L85	25.00	510.03.96.00 P
L86	25.00	510.04.00.00 P	L86	25.00	510.04.00.00 P
L87	25.00	510.04.16.00 P	L87	25.00	510.04.16.00 P
L88	25.00	510.04.32.00 P	L88	25.00	510.04.32.00 P
L89	25.00	510.04.48.00 P	L89	25.00	510.04.48.00 P
L90	25.00	510.04.64.00 P	L90	25.00	510.04.64.00 P
L91	25.00	510.04.80.00 P	L91	25.00	510.04.80.00 P
L92	25.00	510.04.96.00 P	L92	25.00	510.04.96.00 P
L93	25.00	510.05.00.00 P	L93	25.00	510.05.00.00 P
L94	25.00	510.05.16.00 P	L94	25.00	510.05.16.00 P
L95	25.00	510.05.32.00 P	L95	25.00	510.05.32.00 P
L96	25.00	510.05.48.00 P	L96	25.00	510.05.48.00 P
L97	25.00	510.05.64.00 P	L97	25.00	510.05.64.00 P
L98	25.00	510.05.80.00 P	L98	25.00	510.05.80.00 P
L99	25.00	510.05.96.00 P	L99	25.00	510.05.96.00 P
L100	25.00	510.06.00.00 P	L100	25.00	510.06.00.00 P

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**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** Ordinance No.2017-03 – Regulating Short Term Rentals (*First Reading*)

**Category:** Public Hearing

**Prepared By:** Cameron Moore, County Manager

**Presented By:** Cameron Moore, County Manager

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**Issue before the Commission:** Conduct the first reading of and open public hearing on Ordinance 2017-03 – Regulating Short Term Rentals.

**Informational Summary:** Over the past two decades there has been tremendous growth in the use of second homes as vacation rentals. It is anticipated that the “vacation rental industry” will continue to grow in Clatsop County for the foreseeable future. These short term rentals play an important role in the Clatsop County economy. However while hotels, motels and bed & breakfasts are regulated by the State of Oregon to ensure they meet acceptable health and safety standards, short term rentals are not.

Clatsop County has documented complaints and concerns regarding the health and safety of short term rentals located in the county and believe that it is necessary to enact local regulations regarding short term rentals to ensure the health and safety of people and families renting these properties.

This proposed Ordinance focuses on safety only by establishing certain safety standards for these properties and requiring owners to apply for a five year permit to operate, which will only be granted after completion of health and safety inspections. Zone specific restrictions related to length of stay, parking are addressed in the county zoning code.

**Fiscal Impact:** The fiscal impact is expected to be neutral as the Short Term Rental Permit fees will be established at a level sufficient to cover the costs incurred by the county to perform these inspections.

**Options to Consider:**

1. Conduct the first reading of Ordinance 2017-03, open the public hearing, take testimony, continue the hearing to Oct. 11.
2. Conduct the first reading of Ordinance 2017-03, open the public hearing, take testimony, table the ordinance.

**Staff Recommendation:** Option #1

**Attachment List:**

A. Ordinance 2017-03

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

ORDINANCE	)	AN ORDINANCE REGULATING
NO. 2017-03	)	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 Sections 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. "Contact Person". The owner, or if designated on the application for a permit, the agent of the owner, authorized to act for the owner.
- B. "Dwelling Unit". A structure or part of a structure providing complete, independent living facilities for one or more persons including permanent provisions for sleeping, eating, cooking and sanitation.
- C. "Enforcement Officer": The building official and/or person designated by the Clatsop County Manager to enforce the provisions of this Ordinance.
- D. "Owner". The owner or owners of a short term rental.
- E. "Permit". A short term rental permit.
- F. "Person". 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.
- G. "Rental". 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.
- H. "Rented". The use of a dwelling unit granted to a person in exchange for monetary consideration.
- I. "Renter". A person who rents a short term rental.
- J. "Serious fire or life safety risk." 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.
- K. "Short Term Rental". 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". 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. One rental is allowed per lot or parcel, excluding a caretaker residing in the Residence or Assessor's Dwelling Unit. A Guesthouse is not considered a dwelling unit.
- 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 within each floor of 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 septic system must be able to handle the capacity of the number of bedrooms of the home and the total number of occupants. Septic systems must be inspected by an approved septic professional unless current DEQ records showing appropriate capacity are submitted. Cesspools are prohibited for use with short term rentals. Holding tank may be used as long as the owner has a signed pumping contract with a licensed septic tank pumping company, and an alarm system that meets State regulations for both audible and visual notification.

#### 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 permit fee

and where applicable, a septic system ESS, 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 years on their application anniversary date and are subject to a permit fee on renewal. A permitted short term rental shall be re-inspected every five years of operation. An interim inspection will also 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;
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 the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

BOARD OF COUNTY COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Scott Lee, Chair

By \_\_\_\_\_  
Theresa Durrse, Recording Secretary

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



EXHIBIT A to ORDINANCE 2017-03

"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. According to the "2014 National Association of Realtors (NAR) Profiles of Second Home Owners", 29% percent of second home owners nationally say they intend to use their vacation properties as an investment or income producing vehicle.
- (C) In Clatsop County outside city limits, as of May, 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, 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 year, 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**

**September 27, 2017**

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**Issue/Agenda Title:** Clatsop County 4-H and Extension Special Service District Intergovernmental Agreement with OSU

**Category:** Business Agenda

**Prepared By:** Monica Steele, Assistant County Manager

**Presented By:** Monica Steele, Assistant County Manager

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**Issue before the Commission:** The Board, acting as the Governing Body of the Clatsop County 4-H & Extension Service Special District (District) enters into an agreement with Oregon State University and its Extension Service (OSU), for OSU to provide educational services to the citizens of Clatsop County.

**Informational Summary:** The attached proposed agreement defines the authority and responsibilities between the two entities, OSU and Clatsop County 4-H & Extension Special Service District.

The District is currently in an Agreement with OSU to provide educational programs and information to residents of Clatsop County in relation to 4-H and Extension services. The attached IGA is for OSU to continue providing these services to the District for an additional five years.

Revenues for the District are collected through property taxes, timber sales, and miscellaneous grants.

All services provided to the District are paid to OSU based on the amount budgeted on a quarterly basis. Equal payments are made to OSU in October, January, and April based on one fourth of the appropriated amount, with a final payment made at the end of the fiscal year based on actual expenditures; if applicable, any remaining surplus at fiscal year-end will be promptly returned to the District by OSU upon request of the District.

**Fiscal Impact:** Appropriation authority for the District is adopted by the Board each June for the new fiscal year based on the information provided by OSU staff working on behalf of the District. For the 2017-18 FY the budgeted amount for these services is \$492,400.

**Options to Consider:**

1. Approve the IGA as proposed and authorize the County Manager to sign the agreement and any amendments.

2. Propose changes to the IGA that would be submitted to OSU and extend the existing contract until a new IGA can be agreed upon and signed.
3. Research to see if there are options for these services to be provided by another entity.

**Staff Recommendation:** Staff recommends that the Board, acting as the Governing Body of the Clatsop County 4-H & Extension Service Special District, approve the Intergovernmental Agreement and authorize the County Manager to sign the agreement and any amendments.

**Recommended Motion:** *"I move that the Board, acting as the Governing Body of the Clatsop County 4-H & Extension Service Special District, approve the Intergovernmental Agreement and authorize the County Manager to sign the agreement and any amendments."*

**Attachment List:**

- A. Intergovernmental Agreement

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and the Clatsop County 4-H and Extension Service Special District, hereinafter referred to as "District."

WHEREAS, ORS 451 grants Oregon counties the ability to establish service districts to provide services within a county or counties, including Agricultural educational extension services, and designates the county court, which includes the board of county commissioners, as the governing body of the service district. ORS 451 further states that the governing body shall carry out the powers and duties of the service district under the name of the district;

WHEREAS, the citizens of Clatsop County have expressed their need, desire, and support for OSU educational programs and OSU, through its Extension Service;

WHEREAS, OSU has the capability and resources to provide the desired educational programs;

WHEREAS, the establishment of this District was created on February 13, 1986 by Order of the Board of County Commissioners of Clatsop County, Oregon for the purpose of providing support and funding for OSU educational programs in County.

IT IS HEREBY AGREED, OSU and the District hereby enter this Agreement for the provision of the delivery of OSU educational programs to citizens of Clatsop County in consideration of the mutual promises stated herein.

### 1. OSU AGREES TO:

- 1.1. Deliver OSU educational programs and information to residents of Clatsop County.
- 1.2. Employ faculty and staff as designated by OSU who will deliver OSU educational programs. The number of faculty and staff employed by OSU will vary based on need and available funding.
- 1.3. Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.4. Provide leadership and training on OSU's educational programs for OSU faculty, staff, and volunteer citizens.
- 1.5. Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.
- 1.6. OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of District. In the event that District chooses to delegate any or all District obligations under this Agreement to Clatsop County, OSU hereby accepts and approves District's delegation of obligations to Clatsop County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, delegees, and assigns, if any.
- 1.7. OSU agrees that the funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

- 1.8. The parties shall maintain an OSU Advisory Committee to provide advice and input on OSU services under this Agreement.
- 1.9. Designate an OSU representative to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative may assign tasks to OSU program and office staff as deemed appropriate. The tasks shall include but are not limited to the following:
  - 1.9.1. Prepare OSU's annual budget requirements for services provided under this Agreement;
  - 1.9.2. Serve as OSU's primary contact for any budget and financial administration inquiries;
  - 1.9.3. Supervise OSU employees who provide OSU's services under this Agreement;
  - 1.9.4. Provide a list of citizen nominees for service on the OSU Advisory Committee for appointment by the District Board;
  - 1.9.5. Provide quarterly summary reports to the District Board on OSU programmatic accomplishments in the community and attend District Board meetings whenever District items are on its agenda;
  - 1.9.6. Make recommendations on policies and other matters of the District to the District Board; and
  - 1.9.7. Schedule a joint meeting between the District Budget Committee and the OSU Advisory Committee to review the annual budget prior to the District Budget Officer's submission of the District budget to the District Budget Committee for approval. The meeting shall be held during the month of March to be timed to coincide with preparation of the District budget.

## **2. DISTRICT AGREES TO:**

- 2.1. Authorize and provide support and funding as indicated in the approved District budget to carry out OSU educational programs for the duration of this Agreement.
- 2.2. Retain any approved funds not remitted to OSU. Funds retained in District for OSU educational programs will be used for payment of District's Extension Service related expenses.
- 2.3. Designate a Budget Officer for District operations. The Budget Officer is responsible for the oversight of the budget and financial administration in accordance with the District's budget policies and any applicable budget laws; and serves as the primary contact for budget and financial administration inquiries for District operations.
  - 2.3.1. The Budget Officer may be a District employee, or provided both parties mutually agree, an OSU employee.



2.3.2. If the Budget Officer is an OSU employee, the Budget Officer will liaise with District regarding budget and financial administration. The Budget Officer will be responsible for recommendations, not authorization, of budget and financial transactions. The Budget Officer will not have signature authorization nor serve as the Agent of Records.

2.4. District shall process requests by OSU for payment for services in accordance with the budget adopted by the District. Payment will be based on invoices provided by OSU. OSU shall invoice Clatsop County quarterly. Invoices will be submitted each October, January, and April based on one fourth of the appropriated amount. A fourth and final invoice shall be submitted for the remaining amount due for actual expenditures. The final invoice shall be submitted no later than July 15<sup>th</sup>. If applicable, any remaining surplus at fiscal year-end will be promptly returned to the District by OSU upon request of the District.

### 3. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:

3.1. This Agreement is effective on the date it has been signed by all parties and all required approvals have been obtained. This Agreement expires on June 30, 2022.

3.2. District and OSU understand and agree that each party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that party, in the exercise of its reasonable administrative discretion, to fund this Agreement.

3.3. This Agreement may be terminated at any time pursuant to the mutual agreement of the parties, or by 365 days advance written notice from one party to the other.

3.4. District will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by District.

3.5. The parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

3.6. 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 shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party 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 party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

- 3.7. The parties agree that discrimination on the basis race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status, reprisal or retaliation for prior civil rights activity (Not all prohibited basis apply to all programs.) shall not exist in any activity or operation carried out in the performance of this Agreement.
- 3.8. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.
- 3.9. **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE SIGNED BY ALL PARTIES AND SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

BOARD OF COUNTY COMMISSIONERS OF CLATSOP COUNTY, OREGON ACTING AS  
THE GOVERNING BODY OF THE CLATSOP COUNTY 4-H AND EXTENSION SERVICE  
SPECIAL DISTRICT

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date


\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

OREGON STATE UNIVERSITY

  
\_\_\_\_\_  
Dave Hansen, Administrator  
Coastal Oregon Region

9/1/17  
Date

A. Scott Reed  
A Scott Reed, Vice Provost for Outreach  
& Engagement  
Director, OSU Extension Service

9-5-17  
Date

Mindy Berger  
Mindy Berger  
Contract & Operations Officer  
Business Affairs | PCMM

9/7/17  
Date

## ATTACHMENT A

### District Support and Funding

Subject to the funding limitations specified in Section 2.1, District funds may be used for the following activities:

1. Office and educational support staff as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space adequately to fully house OSU educational programs, including but not limited to, office space in a District-owned or leased facility. Such space may including utilities, internet, telephone, and any maintenance and repair. Office occupancy agreements shall be determined and obtained by the District.
3. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
4. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
5. Funding for equipment and other capital outlay items which have been approved by the District's governing body.
6. Funding for other contingency expenditures, as approved by the District's governing body.

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** Professional Services Agreement with Community Action Team, Inc.

**Category:** Business Calendar

**Prepared By:** Jill Quackenbush, Prevention Coordinator

**Presented By:** Jill Quackenbush

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**Issue before the Commission:** Approval of the Professional Services Agreement with Community Action Team, Inc. to provide parenting education programming in Columbia County.

**Informational Summary:** Clatsop County Juvenile Department was awarded \$67,500.00 funding from the Oregon Parenting Education Collaborative to provide parenting education programming in the tri-county region of Clatsop, Columbia and Tillamook Counties. Community Action Team, Inc. provides the coordination and services in Columbia County. This contract includes revenue that is pass-through funding for Community Action Team, Inc. to provide coordination and services in Columbia County.

**Fiscal Impact:** \$20,042.00 pass-through grant funds

**Options to Consider:**

1. Approve the contract with Community Action Team
2. Decline the contract and make revisions to the agreement

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the professional services agreement with Community Action Team, Inc. to provide parenting education programming in Columbia County"*

**Attachment List:**

- A. Professional Services Agreement with Community Action Team, Inc.



**CLATSOP COUNTY, OREGON**  
800 Exchange Street, Suite 410  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

Contract No. \_\_\_\_\_

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and Community Action Team, Inc. Child and Family Development Programs ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$20,042 to be paid to Contractor by County, Contractor agrees to perform between July 1, 2017 and June 30, 2018, inclusive, the following specific personal and/or professional services:

1) Direct Services:

- a) Provide a parenting education coordinator for Columbia County at .17 FTE (7 hours a week)
- b) Provide two Parenting Education series: First Three Years & Nurturing Parenting
- c) Provide at least one Community Capacity Grant to partnering agencies
- d) Provide at least one Parent Workshop

2) Coordination:

- a) Ensure a representative is present at Oregon Parenting Education Collaborative (hereinafter OPEC) conference calls, site visits, conferences and meetings.
- b) Mandatory participation in the creation and submission of OPEC requirements (renewal grant, strategic plan, logic model, sustainability plan, work plans) and any other subsequent prerequisites of OPEC funding.
- c) Facilitate the Community Capacity Grant process in Columbia County, inclusive of community needs assessment, partner input and local Hub Steering Committee member approval.

3) Reporting:

- a) Distribute, collect and enter into the OPEC reporting system all parenting education surveys, evaluations and OPEC required documents in a timely manner.
- b) Accurately record and complete required OPEC reporting. Reporting requirements include quantitative data input into OPEC/OSU database and all narrative reporting requirements that define the activities of Columbia County partners and agencies. Narrative reporting will be completed by the deadlines established herein:

I) Quarter 1 due October 10, 2017 (July – September);

- II) Quarter 2 due January 10, 2018 (October – December);
- III) Quarter 3 due April 10, 2018 (January – March);
- IV) Quarter 4 due July 10, 2018 (April – June).
- c) Include documented annual accrual of in-kind match at no less than \$5,625.00
- d) Maintain records of all activities as described in this contract.
- e) Maintain receipts and documentation for all expenditures funded through this grant and make available for review upon the request of County.
- f) Provide quarterly invoices (provided by County) for fiscal reimbursement on or before the established deadline.

**Payment Terms:**

1) Clatsop County will pay the contractor funds consistent with the approved OPEC budget and consistent with Clatsop County Policies.

2) The Contractor will submit a statement for quarterly reimbursement by the last day of the month succeeding the end of the quarter for quarters 1, 2 and 3. Fourth quarter expenses must be submitted by July 16, 2017. No funds will be released without sufficient completion of necessary reports (including, but not limited to, OPEC required data reporting), and adequate documentation of expenditures. No expenses will be reimbursed without prior Northwest Parenting Education Support Hub (hereinafter Hub) Steering Committee approval and must be documented before expenditures occur.

3) Compensation (based on approved and submitted OPEC budget):

Personnel:

.17 Coordinator	\$ 9,320.00
Fringe	\$ 5,592.00

Parenting Education Series

First Three Years	\$ 326.40
Nurturing Parenting	\$ 3,803.60
Community Capacity Grant	\$ 1,000.00

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<b>TOTAL EXPENSES</b>	<b>\$20,042.00</b>
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No budget modifications may occur without prior approval of the Hub steering committee, Clatsop County HUB Coordinator and OPEC.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
  - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
  - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
  - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
  - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
  - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
  - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:



\_\_\_\_\_  
(approved by County Counsel)

\_\_\_\_\_  
(Contractor's Initials)

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
  - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
  - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

**FOR COUNTY:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**September 27, 2017**

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**Issue/Agenda Title:** Professional Services Agreement with Tillamook Family Counseling Center

**Category:** Business Calendar

**Prepared By:** Jill Quackenbush, Prevention Coordinator

**Presented By:** Jill Quackenbush

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**Issue before the Commission:** Approval of the Professional Services Agreement with Tillamook Family Counseling Center to provide parenting education programming in Tillamook County.

**Informational Summary:** Clatsop County Juvenile Department was awarded \$67,500.00 funding from the Oregon Parenting Education Collaborative to provide parenting education programming in the tri-county region of Clatsop, Columbia and Tillamook Counties. Tillamook Family Counseling Center provides the coordination and services for Tillamook. This contract includes revenue that is pass-through funding for Tillamook Family Counseling Center to provide coordination and services in Tillamook County.

**Fiscal Impact:** \$22,525.00 pass-through grant funds

**Options to Consider:**

1. Approve the contract with Tillamook Family Counseling Center
2. Decline the contract and make revisions to the agreement

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the professional services agreement with Tillamook Family Counseling Center to provide parenting education programming in Tillamook County"*

**Attachment List:**

- A. Professional Services Agreement with Tillamook Family Counseling Center



**CLATSOP COUNTY, OREGON**  
800 Exchange Street, Suite 410  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

Contract No. \_\_\_\_\_

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and Tillamook Family Counseling Center ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$22,525.00 to be paid to Contractor by County, Contractor agrees to perform between July 1, 2017 and June 30, 2018, inclusive, the following specific personal and/or professional services:

1) Direct Services:

- a) Provide a parenting education coordinator for Tillamook County at .375 FTE (15 hours a week)
- b) Provide two Nurturing Parenting Education series
- c) Provide one Active Parenting series
- d) Provide quarterly T2T Parent Boot Camp workshops
- e) Provide one Community Capacity Grant

2) Coordination:

- a) Ensure a Tillamook County representative is present at all Oregon Parenting Education Collaborative (hereinafter OPEC) conference calls, site visits, conferences and meetings.
- b) Mandatory participation in the creation and submission of OPEC requirements (renewal grant, strategic plan, logic model, sustainability plan, work plans) and any other subsequent prerequisites of OPEC funding.
- c) Facilitate the Community Capacity Grant process in Tillamook County, inclusive of community needs assessment, partner input and local Hub Steering Committee member approval.

2) Reporting:

- a) Distribute, collect and enter into OPEC reporting system all parenting education surveys, evaluations and OPEC required documents in a timely manner.
- b) Accurately record and complete required OPEC reporting. Reporting requirements include quantitative data input into OPEC/OSU database (due to OPEC on the 15<sup>th</sup> of the month following the end of the quarter) and all narrative reporting requirements that define the activities of Tillamook County partners and agencies. Narrative reporting

will be completed by the deadlines established herein:

- I) Quarter 1 due October 10, 2017 (July – September);
  - II) Quarter 2 due January 10, 2018 (October – December);
  - III) Quarter 3 due April 10, 2018 (January – March);
  - IV) Quarter 4 due July 10, 2018 (April – June).
- c) Include documented annual accrual of in-kind match at no less than \$5,632.00.
  - d) Maintain records of all activities as described in this contract.
  - e) Maintain receipts and documentation for all expenditures funded through this grant and make available for review upon the request of County.
  - f) Provide quarterly invoices (provided by County) for reimbursement on or before the established deadline (see payment terms).

**Payment Terms:**

1) Clatsop County will pay the contractor funds consistent with the approved OPEC budget and consistent with Clatsop County Policies.

2) The Contractor will submit a statement for quarterly reimbursement by the last day of the month succeeding the end of the quarter for quarters 1, 2 and 3. Fourth quarter expenses must be submitted by July 16, 2018. No funds will be released without sufficient completion of necessary reports (including, but not limited to, OPEC required data reporting), and adequate documentation of expenditures. No expenses will be reimbursed without prior Northwest Parenting Education and Support Hub (hereinafter Hub) Steering Committee approval and must be documented before expenditures occur.

3) Compensation (based on approved and submitted OPEC budget):

Personnel & Operations:

.375 Coordinator	\$ 11,834.00
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Parenting Education Series

Nurturing Parenting	\$ 3,220.00
Active Parenting	\$ 2,307.50
Nurturing Parenting	\$ 3,220.00
Community Capacity Grant	\$ 1,009.50

Parenting Education Activities

T2T Parent Boot Camp Workshops	\$ 934.00
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<b>TOTAL COMPENSATION</b>	<b>\$22,525.00</b>
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No budget modifications may occur without prior approval of the Hub steering committee, Clatsop County Hub Coordinator and OPEC.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
  - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
  - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
  - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
  - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
  - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
  - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

\_\_\_\_\_  
(approved by County Counsel)

\_\_\_\_\_  
(Contractor's Initials)

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

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

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

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

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

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

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

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

16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

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

This Agreement will not be effective until approved by the authorized signatory for County.

**FOR COUNTY:**

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

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City State Zip